

EXHIBIT A

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ADAM GINSBERG, DUDLEY LANE
DORTCH IV, DENNIS CRAWFORD, and
DAVID SCHECHNER, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

SEAGATE TECHNOLOGY LLC,

Defendant.

No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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1 Plaintiffs Adam Ginsberg (“Plaintiff Ginsberg”), Dudley Lane Dortch IV (“Plaintiff
2 Dortch”), Dennis Crawford (“Plaintiff Crawford”), and David Schechner (“Plaintiff Schechner”)
3 (collectively “Plaintiffs”), by their designated attorneys, individually and on behalf of all others
4 similarly situated, for their class action Complaint, allege as follows based upon personal knowledge,
5 the investigation of counsel, information and belief, and publicly available information:

6 **I. INTRODUCTION**

7 1. This is a class action arising from Defendant Seagate Technology, LLC’s
8 (“Defendant”) repeated failure and inability to deliver non-defective hard drives that conform to their
9 express and implied warranties; its breach of consumer protection, unfair competition and false
10 advertising laws; and its unjust enrichment.

11 2. In October 2011, Defendant released the Seagate Barracuda 3TB Internal Hard Disk
12 Drive (“Internal Barracuda”). Defendant subsequently released external versions of the Barracuda,
13 such as the Seagate Backup Plus 3TB External Hard Disk Drive (hereafter “Backup Plus”) and the
14 Seagate FreeAgent GoFlex Desk 3TB External Hard Disk Drive (hereafter “GoFlex”) (collectively
15 referred to as “Drives”).

16 3. Defendant marketed – and continues to market – the Drives as innovative, fast,
17 powerful, reliable, dependable, and having extremely low failure rates.

18 4. The Drives are not, however, reliable or dependable and they do not have low failure
19 rates. Rather, they are defective and fail prematurely at spectacularly – and in many respects
20 unprecedentedly – high rates.

21 5. As demonstrated by consumer experience and reports released by Backblaze, a data
22 backup company, the true failure rate of the Drives is substantially higher than advertised, and the
23 Drives do not last nearly as long as comparable devices from other manufacturers or even other
24 models manufactured by Defendant.

25 6. The Drives purchased by Plaintiffs and Class Members failed after unreasonably short
26 intervals including, without limitation, less than a year after purchase. Indeed, many Class Members
27 purchased Drives that failed months, weeks, or days after their first use.

7. Defendant expressly warranted that it would replace failed Drives, but the replacements provided to Plaintiffs and Class Members were also defective and failed at extremely high rates. Thus, the warranties failed of their essential purpose because Defendant never delivered non-defective, conforming Drives.

8. This suit is brought on behalf of Plaintiffs and all other purchasers of Defendant's Drives for violation of the California Unfair Competition Law, the California False Advertising Law, breach of express and implied warranties, unjust enrichment, and the New York Deceptive Acts and Practices Statute.

9. As a result of these violations and breaches, this action seeks restitution; damages arising from replacement costs, loss of data, and data recovery expenses; other actual, consequential, and incidental damages; interest; reasonable attorneys' fees and costs; and any other relief the Court deems just and appropriate.

II. PARTIES

10. Plaintiff Ginsberg is a natural person and a citizen of California who purchased a GoFlex in California.

11. Plaintiff Dortch is a natural person and a citizen of South Carolina who purchased multiple Internal Barracudas in South Carolina.

12. Plaintiff Crawford is a natural person and a citizen of New York who purchased multiple Internal Barracudas in New York.

13. Plaintiff Schechner is a natural person and was a citizen of Florida when he purchased a Backup Plus in Florida. He is now a citizen of North Carolina.

14. As set forth herein, Plaintiffs and Class Members suffered ascertainable losses, namely the loss of money, financial injury, and damages as a direct and proximate result of the acts and omissions committed by Defendant.

15. Defendant Seagate Technology, LLC is a hard drive manufacturer and distributor incorporated in Delaware and has its principle place of business at 10200 South De Anza Boulevard, Cupertino, California. Defendant, along with its subsidiaries, affiliates, and parent corporations, is the second largest hard drive manufacturer in the world.

III. JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because there are more than 100 proposed Class Members, some members of the proposed class and the Defendant are citizens of different states, and the amount in controversy exceeds \$5 million.

17. This Court has personal jurisdiction over Defendant because Defendant has its principle place of business in Cupertino, California and directs all of its operations from there. Alternatively, this Court has personal jurisdiction over Defendant because Defendant has sufficient minimum contacts with California such that the exercise of jurisdiction by this Court is consistent with notions of fair play and substantial justice: A substantial portion of the wrongdoing alleged in this Complaint took place in California; Defendant conducts business in California and otherwise avails itself of the protections and benefits of California law through the promotion, marketing, and sale of its Drives in the State; and this action arises out of or relates to these contacts.

18. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant has its principal place of business in Cupertino, California and directs all of its operations from there.

19. Intradistrict Assignment: Assignment to the San Jose division of this Court is appropriate because Defendant’s headquarters and principal place of business is in Cupertino, California. Because this action arises in the county of Santa Clara, pursuant to Northern District of California Local Rule 3-2, assignment to the San Jose Division is proper.

IV. FACTUAL ALLEGATIONS

A. General Background

20. A hard disk drive (“HDD” or “hard drive”) is an electromechanical data storage device used for storing and retrieving information for a computer using rotating discs – which are called platters – coated with magnetic material with motors to spin or “drive” the discs.

21. HDDs use a moving actuator arm – known as a head arm – to read and write data by magnetically changing or reading areas on the platters pursuant to instructions sent from the computer. The head arm is powered by an actuator motor called the servo motor.

22. The storage capacity of HDDs are typically measured in terms of gigabytes (“GB”) and terabytes (“TB”). One GB is 1000 megabytes, and one TB is 1000 GB, or one million megabytes.

23. The Drives have capacities of 3TB.

24. The Internal Barracuda is installed inside of a computer’s casing. It has a model number of ST3000DM001.

25. Upon information and belief, the Internal Barracuda was renamed “Desktop HDD 3TB” in 2013, but no changes were made to the Drive and the model number remained the same.

26. The external versions, including without limitation the Backup Plus and GoFlex, are Barracuda hard drives enclosed in external casings with external power supplies and Universal Serial Bus (“USB”) input/outputs.

27. Although the external versions come in multiple models, the model number of their enclosed Barracuda hard drives, ST3000DM001, is the same as the Internal Barracuda.

28. Accordingly, the statements, technical specifications, and reports pertaining to the Internal Barracuda discussed *infra* also apply to the external versions.

B. Defendant Touts “a major milestone for the hard drive industry”

29. Defendant released the Internal Barracuda in October 2011, and it subsequently released the external versions. Defendant sold – and continues to sell – the Drives through resellers and/or its own website.

30. The Internal Barracuda was released to much fanfare. As reported on several hardware review websites, it was the first hard drive in the world to utilize three platters of 1TB each. By contrast, its predecessor, the Barracuda XT 3TB HDD, contained five platters with a capacity of 600GB each.

31. Defendant marketed the Internal Barracuda as an engineering triumph and a “major milestone for the hard drive industry.” According to Defendant’s promotional materials, in order to cram a TB of storage onto each platter:

Seagate engineers had to pack 340,000 hard drive tracks into the width of a single inch. This means that, when reading and writing data, the read-write head needs to accurately follow a track that is a mere 75

nanometres wide. That's about 500 times smaller than the [period] at the end of this sentence.¹

32. Defendant further touted the Internal Barracuda as having a “host of refined technologies to further boost performance. In combination, these improvements squeeze even more performance out of storage already known for pushing the envelope!” Some of these improvements include a “third-generation dual-core processor” that handles data faster; “40nm chip manufacturing technology” that provides more computing power; and “64MB of DDR2 SDRAM” that “enables the fastest cache to date on Barracuda drives.”²

33. Defendant promoted the Internal Barracuda as not only powerful, fast, and innovative, but also highly reliable. For example, in one printed advertisement, Seagate stated that Barracudas provide “[r]eliable performance, even in tough environments, thanks to Seagate AcuTrac™ servo technology.” Likewise, Defendant claimed in a data sheet that its servo technology delivers “dependable performance, even with hard drive track widths of only 75 nanometers.”³

34. Moreover, the following statements, among others, appear on the order page for the Internal Barracuda on Defendant’s website:

- a. The Barracuda is the “one drive for every desktop system need, supported by 30 years of trusted performance, reliability and simplicity.”
- b. “Rest easy knowing your drive delivers dependable performance with Seagate® AcuTrac™ servo technology.”
- c. “Protect your data with Seagate Secure® models.”
- d. “Count on Seagate to deliver the storage innovations that bring down your costs and crank up your storage.”

¹ Seagate, *Product Overview, The Power of One: Barracuda Hard Drives* (2011), available at <http://www.seagate.com/staticfiles/docs/pdf/en-GB/marketing/barracuda-po0103-1-1111gb.pdf>.

² *Id.*

³ *Id.*; Seagate, Data Sheet, Barracuda: The Power of One (2011), <http://www.seagate.com/staticfiles/docs/pdf/datasheet/disc/barracuda-ds1737-1-1111us.pdf> (hereafter “Barracuda Data Sheet”).

- e. “Desktop HDDs are produced using the most sophisticated manufacturing process in the industry, with a focus on environmental stewardship.”⁴

35. Defendant marketed both the external and internal versions of the Drives as powerful and reliable. The following statements, among others, appear on the order page for the Backup Plus on Defendant’s website:

- a. “Backup Plus from Seagate is the simple, one-click way to protect and share your entire digital life – without getting in the way of the rest of your life.”
- b. The Backup Plus has a “[m]assive capacity for a lifetime of memories.”
- c. “Life is full of amazing moments you want to remember forever. The Backup Plus desktop drive lets you set up easy automatic backups of all your stuff, so you know that even if ‘life happens’ to your computer, your memories are always protected.”
- d. “Think of how many photos you’ve shared on Facebook or Flickr. With Backup Plus, you can easily download them right to your Backup Plus drive, so even more of your life is safe and sound.”⁵

36. Defendant made statements about the Backup Plus in other materials and publications available on the Internet that are substantially similar to the foregoing.⁶

37. Upon reading that the Backup Plus is suitable for protecting one’s “digital life,” “lifetime of memories,” and “amazing moments,” a reasonable consumer would conclude that the Backup Plus is highly reliable and has a long useful life.

38. As for the GoFlex, the following statements, among others, appear on the order page on Defendant’s website:

- a. “Flexible, high capacity desktop storage.”

⁴ *Desktop HDD*, Seagate, <http://www.seagate.com/internal-hard-drives/desktop-hard-drives/desktop-hdd/> (last accessed Jan. 21, 2016).

⁵ *Backup Plus Desktop Drive V1*, Seagate, <http://www.seagate.com/external-hard-drives/desktop-hard-drives/backup-plus-desk-v1> (last accessed Jan. 21, 2016).

⁶ *See, e.g., Backup Plus Data Sheet*, Seagate, <http://www.seagate.com/www-content/product-content/backup-plus-fam/backup-plus-desktop-drive/en-us/docs/backup-plus-desk-ds1757-2-1306us.pdf> (last accessed Jan. 21, 2016).

- b. “The GoFlex Desk external drive is the world’s most flexible external desktop drive.”
- c. “The GoFlex™ Desk external drive comes preloaded with easy-to-use software that: Ensures automatic, continuous backup of your data . . .Secures your backed up files and protects your privacy with powerful encryption software”
- d. “Perfect for . . . Store or back up all your photos, movies, music and documents . . . Protect your data with powerful encryption software.”⁷

39. Upon reading that the GoFlex is the “world’s most flexible” external drive and that it “secures your backed up files and protects your privacy,” “protects your data,” and is “perfect for” storing and backing up all of the photos, movies, music, and documents a user may have, a reasonable consumer would conclude that the GoFlex is highly reliable and has a long useful life.

40. In addition to the foregoing statements, Defendant published reliability and data integrity specifications for the Drives.

41. Specifically, it claimed that the annualized failure rate of the Drives is less than 1% and that the maximum non-recoverable read errors per bits read is 1 per 10E14.⁸

42. The maximum non-recoverable read errors per bits read is sometimes referred to as the “hard error rate.” It pertains to the probability of a drive failing to read and return the requested data after exhausting all means to recover it (practically speaking, this means the data is lost), and the probability of such a failure is measured in relation to some number of bits transferred or read.⁹

43. The Drives’ claimed hard error rate of 1 per 10E14 means that one non-recoverable read error will occur for every 100 trillion bits read.

44. A read error does not mean complete hard drive failure. Rather, a single read error typically results in the loss of a data sector, which is only 512 bytes – or 4096 bits¹⁰ – in most storage

⁷ *GoFlex Desk External Drive*, Seagate, <http://www.seagate.com/external-hard-drives/desktop-hard-drives/goflex-desk> (last accessed Feb. 4, 2016).

⁸ *Barracuda Data Sheet*, *supra* n. 3.

⁹ *Series SSD: 1. Non-Recoverable Read Errors and Reliability*, Smorgastor (April 2, 2013), <http://smorgastor.drhetzler.com/2012/04/02/series-ssd-1-hard-errors-and-reliability/>.

¹⁰ There are eight bits in a byte.

1 devices. In some instances, the data location that cannot be read is still capable of storing data, thus
2 subsequently writing data to the location may clear the error.¹¹

3 45. Upon information and belief, a large number of read errors usually have to occur to
4 cause a major or total drive failure.

5 46. Consequently, based upon the Drives' published hard error rate of one in per 100
6 trillion bits read, a major or total drive failure resulting from non-recoverable read errors should
7 occur very infrequently; once in several hundred trillion – or quadrillion – bits read.

8 47. A hard drive's annualized failure rate ("AFR") is an estimate of the probability that it
9 will fail in a given year due to problems in its manufacture or design or some other supplier cause.¹²

10 48. AFR does not include failures that occurred because of misuse, user-inflicted damage,
11 unauthorized modifications, and the like.¹³

12 49. Manufacturers typically calculate a drive's AFR by first determining its "mean time
13 between failures" ("MTBF") by running approximately 1000 drives at a high temperature for 30
14 days. Alternatively, some manufacturers predict the MTBF rather than conduct testing before a drive
15 is first released. The MTBF data is then inputted in a mathematical formula to determine the AFR.¹⁴

16 50. AFRs can also be calculated by consumers and businesses, such as data backup
17 companies, based on the number of failures their drives incur, provided they have a large sample
18 size.

19 51. A hard drive's AFR is typically accurate for about three years, and after that the true
20 AFR begins to increase.¹⁵

21
22
23
24 ¹¹ See *id.*; *Non-Recoverable Read Error*, Smorgastor,
<http://smorgastor.drhetzler.com/glossary/nrre/> (last accessed Dec. 16, 2015).

25 ¹² Robin Harris, *MTBF, AFR and you*, ZDNet (Feb. 8, 2011), [http://www.zdnet.com/article/mtbf-](http://www.zdnet.com/article/mtbf-afr-and-you/)
26 [afr-and-you/](http://www.zdnet.com/article/mtbf-afr-and-you/).

27 ¹³ *Id.*

28 ¹⁴ *Id.*

¹⁵ *Id.*

52. Accordingly, the Drives’ advertised AFR of less than 1% means that any particular Drive has less than a 1% chance of failing in any given year, at least within its first three years of use.

53. The foregoing statistics and statements would lead a reasonable consumer to believe that the Drives are highly reliable and have long expected lives. In reality, however, they suffered – and continue to suffer – from model-wide defects that cause premature failures at an astonishingly high rate.

C. Seagate’s Warranty on the Drives

54. In addition to misrepresenting the reliability of the Drives, Defendant failed to provide Plaintiffs and Class Members with non-defective replacements that conform to the Drives’ express and implied warranties.

55. The Drives purchased by Plaintiffs and Class Members are or were covered by an express warranty. The warranty, by its explicit terms, is governed by California law. *See Seagate Limited Warranty* (hereto attached as Exhibit A).

56. Upon information and belief, the Internal Barracuda’s warranty was three years for a brief time following its release. It was then reduced to one year on December 31, 2011, and subsequently increased to two years. The warranties for the external versions, including without limitation the Backup Plus and GoFlex, vary.

57. Other than varying in duration, the warranty is uniform and is therefore subject to uniform standards, principles, and applications for purchasers throughout the United States.

58. The warranty covers defects in “material or workmanship” and provides for the replacement of defective Drives. Defendant will not, however, recover data off a customer’s Drive unless the customer pays an “engagement fee” and a “recovery fee” which can “easily be over \$2,000.”¹⁶

59. Customers are responsible for paying the cost to ship their Drives to Defendant for replacement.

¹⁶ *See id.*; *Frequently Asked Questions*, Seagate, <http://www.seagate.com/services-software/seagate-recovery-services/resources> (last accessed Jan 22, 2016).

60. The warranty on replacements is the remainder of the original warranty period or 90 days, whichever is greater.

61. Because the Drives contain model-wide defects, the replacement Drives suffer from the same defects as those that are newly purchased, causing them to fail prematurely at extremely high rates.

62. Replacement Drives are often refurbished units. Upon information and belief, this includes failed Drives that were returned to Defendant by previous owners for replacement.

63. Defendant knew, or should have known, that the Drives were irreparably defective and highly likely to fail. Moreover, as discussed *infra*, Defendant is aware of published reports and countless consumer complaints pertaining to new and replacement Drive failures.

64. In light of the foregoing, Defendant did not – and cannot – deliver Drives to Plaintiffs and Class Members that conform to their express and implied warranties. The warranties have therefore failed of their essential purpose.

65. Moreover, sending failed Drives as warranty replacements knowing they are highly likely to fail again is unfair and unconscionable.

D. The Backblaze Reports

66. Backblaze is an online data backup company that has published multiple reports demonstrating that the Drives are unreliable, fail prematurely at extremely high rates, and have an AFR much higher than advertised by Defendant.

67. Backblaze backs up its customers' data using "storage pods" consisting of numerous consumer-grade hard drives. It has been in business since 2007.

68. Over the years, Backblaze has used tens of thousands – if not hundreds of thousands – of drives from various manufacturers in its storage pods, including the Drives at issue in this lawsuit. Currently, there are approximately 50,000 drives deployed in Backblaze's pods.¹⁷

¹⁷ See *What Can 49,056 Hard Drives Tell Us? Hard Drive Reliability Stats for Q3 2015*, Backblaze (Oct. 14, 2015), <https://www.backblaze.com/blog/hard-drive-reliability-q3-2015> (hereafter "Q3 2015 Report").

69. In 2013 and 2015, Backblaze reported that approximately 80% of the drives it uses function for at least four years.¹⁸

70. The Drives at issue in this action, however, fell far short of this benchmark.

71. Hard drives should follow a “bathtub-shaped failure rate curve.” Reliability engineers use this model to describe expected failure rates for products, and it takes into account factory defects resulting in early failures, random failures, and wear-out failures that occur after substantial use.¹⁹

72. The early failure rate is highest when a product is new and decreases substantially with time, whereas the wear-out failure rate increases significantly over time and the random failure rate remains constant. This creates an overall failure rate that looks like a semi-flattened “U”, and all of these rates together create a bathtub shape when plotted on a graph. *See General Predicted Failure Rates* (attached hereto as Exhibit B).

73. In 2013, Backblaze reported that its experience matches the bathtub-curve model. It calculated the AFR for its drives based on their observed failures and found that it hovers around 5% for the first year-and-a-half, drops to about 1.4% for the next year-and-a-half, and then increases to 11.8 % for the following year.²⁰

74. Backblaze later discovered that Barracuda Drives do not conform to the bathtub curve.

75. Backblaze deployed 4,829 Barracuda Drives – both the internal and external versions – beginning in January 2012.

¹⁸ *CSI: Backblaze – Dissecting 3TB Drive Failure*, Backblaze (April 15, 2015), <https://www.backblaze.com/blog/3tb-hard-drive-failure> (hereafter “2015 Report”); *How long do disk drives last?*, Backblaze (Nov. 12, 2013), <https://www.backblaze.com/blog/how-long-do-disk-drives-last/> (hereafter “2013 Report”).

¹⁹ *2013 Report*, *supra* n.18.

²⁰ *Id.*

76. In 2015, Backblaze reported that, instead of following the expected bathtub curve, the AFR for the Drives followed a steep upward curve. In 2012, the AFR was 2.7%, and instead of declining it increased to 5.4% in 2013, and then skyrocketed to 47.2% in 2014.²¹

77. In terms of raw percentages, approximately 32% of the Drives deployed in 2012 failed by early 2015.²² Of the Drives put into service between 2012 and 2014, 29.5% failed by early 2015.²³

78. Accordingly, only 68% of the Drives deployed in 2012 were operational after *three* years, which was well below Backblaze's overall drive survival rate of 80% after *four years*.

79. Moreover, only 6% of the Drives deployed in 2012 were still being used by early 2015. This is because in addition to the 32% that failed during operation, 62% were removed because they were in a pod that contained failed Drives, and 75% of the removed Drives failed Backblaze's reliability testing.²⁴

80. The raw failure rate of the Drives dwarfed those of the other brands and models that Backblaze used. For instance, in 2012, Backblaze deployed 2,511 HGST 3TB drives, model HDS5C3030ALA630, and by early 2015, only 103 – 4.1% – had failed. Likewise, only 2 of 45 – 4.5% – of Backblaze's Western Digital 3TB drives, model WD30EFRX, failed. Indeed, even the Barracuda's predecessor, the Seagate XT 3TB drive, model ST33000651AS, fared substantially better: Out of the 181 deployed in 2012, only 15 drives – 8.3% – failed by 2015. *Id.*

81. The survival rate after three years for these hard drives was therefore 95.9%, 95.5%, and 91.7%, respectively. Furthermore, Backblaze did not permanently remove any of the HGST or Western Digital drives that did not fail during operation, and only 11 Seagate XT drives were retired after being pulled for testing.²⁵

²¹ 2015 Report, *supra* n.18.

²² Raw failure rates are distinct from AFRs. The former is calculated by dividing the number of drives that failed by a particular date by the number that were put into service during a particular time. The latter is calculated using a more complex formula that takes into account, *inter alia*, MTBF data or the number of drives that are in service during each day within the chosen period.

²³ *See id.*

²⁴ *See id.*

²⁵ *See id.*

82. Backblaze subsequently released additional hard drive reliability statistics. In October 2015, it reported that the Drives at issue in this lawsuit had an AFR of 30.94% for the first through third quarters of 2015 and an overall failure rate of 28.46% dating back to 2013.²⁶

83. This is substantially higher than any of the other six models of 3TB hard drives used by Backblaze during this period. The next highest failure rate belonged to the Western Digital Red, model WDC WD30EFRX, which had a 2015 AFR of 8.79% and an overall failure rate of 7.65%. Indeed, the Drives had a higher failure rate than all but one of the twenty-six other models of any size deployed by Backblaze, which ranged from 1-8TB. *See Backblaze Hard Drive Failure Rates* (hereto attached as Exhibit C).

84. The Drives' steep upward failure curve and their extremely high AFR and raw failure rates indicate that they are defectively designed, made with substandard or contaminated materials, or produced with poor workmanship, causing a large portion of the Drives to incur catastrophic failures early in their useful lives.

E. The Plaintiffs' and the Class' Experience With Failed Seagate Drives

85. In 2013, Plaintiff Dortch purchased eight new Internal Barracudas. He used them primarily as a media hub to store movies, pictures, and other media for personal and family use.

86. Four of the Drives suffered catastrophic failures by early 2014.

87. The first failure occurred within the first 90 days after purchase. Plaintiff Dortch returned the Drive to Seagate for warranty replacement and, shortly before he received the replacement, another Drive failed.

88. The replacement Plaintiff Dortch received for the first failed Drive was a refurbished unit. It failed approximately six months after receipt and, shortly thereafter, another Drive incurred a catastrophic failure.

89. Due to the failure of four Drives, Plaintiff Dortch lost a massive amount of personal data, including large archives of family photos dating back to 2002. Plaintiff ultimately paid thousands of dollars for a company in Columbia, South Carolina to recover his data.

²⁶ *Q3 2015 Report*, *supra* n.17.

1 90. Plaintiff Ginsberg purchased a GoFlex from a Costco in California in or around
2 August 2013. He purchased and used the Drive for personal, non-commercial purposes.

3 91. The Drive failed on or around February 9, 2014, approximately six months after
4 purchase. Plaintiff Ginsberg received a warranty replacement from Defendant, but it was a
5 refurbished unit and it failed in April 2015.

6 92. Plaintiff Crawford ordered three Internal Barracudas in April 2012 from Tiger Direct
7 and received them in early May 2012. He purchased and used the Drives for non-commercial
8 purposes.

9 93. One Drive was “dead on arrival” and was replaced pursuant to warranty. Plaintiff
10 purchased a fourth Drive in July 2013.

11 94. In early January 2014, one of the Drives incurred a complete failure, and Plaintiff
12 Crawford received a warranty replacement. Two other Drives failed in March 2014 and were also
13 replaced. All three Drives were replaced with refurbished units.

14 95. Another Drive failed in September 2014. Plaintiff Crawford received a new rather
15 than refurbished Drive as a replacement because Defendant was out of refurbished Drives.

16 96. This replacement, along with a refurbished Drive that Plaintiff Crawford had
17 previously received as a replacement, failed in March 2015. Plaintiff spent several hours
18 corresponding with Defendant’s support technicians attempting to troubleshoot the problem, but
19 these efforts were unsuccessful and the technicians told him that the data was unrecoverable.

20 97. Plaintiff Crawford requested a replacement in accordance with the terms and
21 conditions of the warranty, and Defendant approved. Before sending the failed Drives to Defendant,
22 Plaintiff had a company recover his data for approximately \$7500.

23 98. When Plaintiff Crawford sent the Drives to Defendant, Defendant refused to replace
24 them because they were now outside of warranty, despite the fact that Defendant approved Plaintiff’s
25 replacement request during the warranty window.

26 99. In total, seven Drives failed, including replacements. Most notably, Plaintiff
27 Crawford lost more than eight TBs of his “life history,” including family photos, tax information,
28 and his father’s irreplaceable childhood artwork due to the faulty Seagate Drives.

1 100. Plaintiff Schechner purchased a Backup Plus in November 2012. He purchased and
2 used the Drive for personal, non-commercial purposes.

3 101. The Drive failed in April 2014. As a result, Plaintiff Schechner lost innumerable
4 documents, pictures, and other personal data.

5 102. Plaintiff Schechner received a warranty replacement from Defendant, but the
6 replacement was a refurbished Drive and it failed in November 2014, approximately seven months
7 after the original Drive failed.

8 103. Each of the named Plaintiffs relied on Defendant's material misrepresentations and
9 omissions in deciding whether to purchase a Drive.

10 104. Members of the Class have had experiences similar to Plaintiffs'.

11 105. On the website newegg.com, there are over 700 reviews where consumers gave the
12 Internal Barracuda a rating of one or two out of five.²⁷

13 106. Defendant is aware of the large number of negative reviews on Newegg. Indeed, it is
14 aware of the specific consumer complaints as Defendant has responded to many reviews apologizing
15 for the problems with the Internal Barracuda and stating that Defendant would like to speak with the
16 consumer by phone.

17 107. Set forth below is a sample of some consumer reviews posted to Newegg.com:

18 a. Vincent Y. [December 12, 2012]

19 Dead in a week

20 Pros: Great storage (while it works)

21 Pretty fast

22 Rather quiet

23 Cons: Used for a week, started 'chirping' and 'clicking'.
24 (Moderate use, not heavy use). Within the day it started making
25 sounds, the hard-drive simply failed and died. It would not be
26 recognized.

 I bought two, this happened to both

27 ²⁷ See Reviews of *Seagate Desktop HDD ST3000DM001 3TB 64MB Cache SATA 6.0Gb/s 3.5"*
28 *Internal Hard Drive Bare Drive*, Newegg, <http://www.newegg.com/Product/Product.aspx?Item=N82E16822148844> (last accessed Jan. 20, 2016).

b. Dustin S. [Dec. 18, 2012]

Replacement is also bad.

Pros: None.

Cons: [Returned] first one replacement also bad after 3days use. Not happy I had to pay shipping.

c. Brock M. [June 14, 2013 2:41 pm]

DOA Two Times.

Pros: I purchase two of these. One is working fine with no problem.

Cons: I purchased two of these hard drives. [One] worked and the other one didn't. I returned the one that was dead and received another dead one. Quite frustrating.

d. Donald D. [July 20, 2013 10:25 am]

Bought 3 died in 3 months.

Pros: Cheap, Lots of space, fast shipping

Cons: I got three of these and all three died in the first three months all about a week apart!

e, Jake W. [May 2, 2014]

High Failure Rate

Pros: When the drives aren't failing they run how I would expect.

Cons: These drives seem to have a very high failure rate. 2 drives died after less than a week of use. After 3-4 months 2 more failed and I had to go through Seagate's terrible warranty system. Just this week a 5th drive failed and had to be sent back to Seagate. In total I have spent over \$60 shipping the drives back to Seagate to get them replaced. I can no longer in good faith recommend Seagate drives to anyone I know.

f. Mark N. [August 18, 2014 8:31 pm]

No More for me.

Pros: Price

Cons: This is a replacement for my original purchase that gave me problems from the get go. This one started having delays and corrupt data shortly after use. I'm just getting tired of sending drives back to Seagate just to get another refurbished drive in exchange that will also fail shortly after receiving it.

1 Other Thoughts: Enough is enough, no more getting sucked in
2 because the price may be a few dollars cheaper than a more
reliable brand.

3 g. Anonymous [December 26, 2015 1:35 pm]

4 *Pros:* Fastest storage drive I've ever owned.

5 *Cons:* Died faster than any drive I've ever owned. Data that I
6 would have rather forfeit bodily functionality than lose has
been lost

7 h. Peter B. [September 8, 2015 7:16 am]

8 Don't let the price tempt you!

9 *Pros:* Works as advertised for a short period of time

10 *Cons:* Yikes! Not reliable at all. I have 2 of these drives and the
11 first one died after 3 months. Replacement drive just died again
after barely being used (seriously, it sat in the box – when
12 installed, it lasted a month) and now it's out of warranty

13 i. Alex C. [January 14, 2016 3:23 pm]

14 Not sure about Seagate Quality anymore.

15 *Pros:* Good size

16 Decent price

17 *Cons:* Bad reliability. 3 out 7 failed within 2 years
I bought 7 same drives about 22 months ago for a RAID 5 NAS
18 setup. One as spare. About 4 months ago, one drive failed.
Another one failed after 2 more months. Before RMA [Return
19 Material Authorization] came back, another one failed just 3
weeks ago. This last failed one is just of warranty for a few
20 days

21 j. Howard [Jan. 10, 2016 5:24 am]

22 The Drives have a bad failure rate

23 *Pros:* None

24 *Cons:* I have had several of these drives fail in my RAID array.
I replaced them and now one I just purchased was dead after a
25 month

1 108. Hundreds – if not thousands – of reviews and complaints about Internal Barracuda
2 failures are also posted on websites such as Amazon.com.²⁸

3 109. Similarly, the Backup Plus has received hundreds of negative reviews on
4 Amazon.com. Indeed, there are approximately 450 reviews where consumers rated the Backup Plus a
5 one-out-of-five.²⁹

6 110. Defendant is aware of the large number of negative reviews on Amazon.com, as well
7 as the specific complaints consumers have, because it replied to numerous reviews.

8 111. Set forth below is a sample of some consumer reviews of the Backup Plus posted to
9 Amazon.com:

10 a. M. Olson [Sept. 5, 2012]

11 Failed in a week.

12 I have had this ONE week. On a Mac so I reformatted the drive
13 and it seemed to work fine. Did about 1.5TB of backup the first
14 two days it appeared to work fine. Tried to mount today...
15 Nothing. Disk repair failed. Have to erase and reformat. I don't
16 trust it. Big disappointment.

17 b. A Programmer [August 6, 2013]

18 Failed after a month

19 As a Pre-engineering student, and as a programmer, I needed a
20 reliable backup drive. This drive failed after a month.
21 Yesterday, I needed to repartition my computer to run only
22 Linux and Windows. I had all of my documents backed up,
23 including games, My school stuff, my college essays, my
24 programs that I made, my operating system .iso's, my
25 programming pdf's, and a draft of the book that I was writing
26 on how to program Java 7. Sure enough, when I plugged in my
27 hard drive (I was running Windows 7) and started to transfer
28 files, it failed and made a weird whirring sound . . .

 I am exceptionally irritated by the drives lack of reliability and
 [Seagate's] refusal to recover my lost data without paying a
 great sum of money that I cannot afford as a student.

28 See, e.g., *Customer Reviews*, http://www.amazon.com/Seagate-Desktop-3-5-Inch-Internal-ST3000DM001/dp/B005T3GRLY/ref=cm_cr_pr_product_top?ie=UTF8.

29 See *Customer Reviews*, http://www.amazon.com/Seagate-Backup-Desktop-External-STCA3000101/product-reviews/B00829THQE/ref=cm_cr_dp_qt_hist_one?ie=UTF8&filterBy=addOneStar&showViewpoints=0 (last accessed Jan. 21, 2015).

c. DS [June 10, 2014]

There's a reason this drive has [hundreds of] 1 star reviews. This is the worst hard drive I've ever had the displeasure of owning. The first drive developed bad sectors in less than one year. So many that data recovery was actually kind of a PITA...

I was able to get an RMA from Seagate for the drive. The new drive arrived from Seagate and it still had the previous customer's asset management stickers on it, including their phone number and address... right next to the big sticker that said: RECERTIFIED.

Three weeks later the replacement drive failed as well. I'm not going to even bother with an RMA even though it's under warranty still, I'm sure the next drive will just fail as well.

d. Amazon Customer [Feb. 6, 2015]

The purpose of an external hard drive is for it to provide a restore option when and if my computer hard drive fails. In order to be useful for this purpose, the external hard drive must be available and reliable. This is my second hardware failure for this product. Both times the hard drive failed to power up. The Seagate failed within its warranty period, so Seagate replaced it, but would not do any data recovery unless I paid \$300 for them to attempt. No guarantees. No thanks . . . Fast forward a year, and the replacement Seagate drive failed.

e. E [January 11, 2016]

The disk performed OK while it worked, but started dying after less than two years of rather light use.

Over the years I've used quite a few backup drives, and this one seems the least reliable of them all

112. Like the Internal Barracuda and Backup Plus, there are hundreds of negative reviews of the GoFlex on websites such as Amazon.com.³⁰

113. Defendant is aware of the large number of negative reviews on Amazon.com, as well as the specific complaints consumers have, because it replied to numerous reviews.

114. Set forth below is a sample of some customer reviews of the GoFlex posted to Amazon.com:

³⁰ See Customer Reviews, Amazon, http://www.amazon.com/product-reviews/B005IA844G/ref=acr_dpx_hist_1?ie=UTF8&filterByStar=one_star&showViewpoints=0 (last accessed February 4, 2016).

a. Kindle Customer [Dec. 13, 2011]

3 of 4 Drives = DOA

Seagate has a major quality problem. I ordered two of these from Amazon, one worked right out of the box, the other didn't. (First DOA - dead on arrival.) Replaced the failing drive with another from Amazon. DOA. While talking w. Seagate, they asked that I replace it with one directly from them (Seagate). Another DOA. So that's 3 DOA out of four. In each case, the drive failed while running Seagate's own diagnostic read/write tests. One wonders if they test anything before shipment, and if so, how?

b. Stephen [March 24, 2012]

I had this hard drive for a month, stopped working and I lost a great deal of data and files that I had already moved to this storage. I would not recommend this hard drive.

c. Michael C. [Nov. 21, 2015]

Failed and failed again.

Failed twice. First one failed in the first month I had it. Replaced under warranty and it failed after a couple of years and not covered again.

d. Amazon Customer [Jan. 3, 2016]

Just to let you know[,] EVERY SINGLE one of these I have bought has failed. Some within warranty. I have many decade old WD [Western Digital] drives still working...[but] [t]hese Seagate drive[s] are durable as toilet paper, and every bit of your data will be lost when they start growling or screeching or just silently refuse to ever power up again.

V. CLASS ACTION ALLEGATIONS

115. Plaintiffs bring this action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of a Class defined as:

All individuals in the United States who purchased, not for resale, at least one Seagate model ST3000DM001 hard drive, or at least one external drive that contained a drive with the aforesaid model number.

116. Alternatively, Plaintiffs bring this action as a class action on behalf of the following Subclasses:

All individuals in California who purchased, not for resale, at least one Seagate model ST3000DM001 hard drive, or at least one external drive that contained a drive with the aforesaid model number.

1 All individuals in South Carolina who purchased, not for resale, at
2 least one Seagate model ST3000DM001 hard drive, or at least one
external drive that contained a drive with the aforesaid model number.

3 All individuals in New York who purchased, not for resale, at least one
4 Seagate model ST3000DM001 hard drive, or at least one external drive
that contained a drive with the aforesaid model number.

5 All individuals in Florida who purchased, not for resale, at least one
6 Seagate model ST3000DM001 hard drive, or at least one external drive
that contained a drive with the aforesaid model number.

7 117. Excluded from the Classes are: (a) Defendant, including any entity in which
8 Defendant has a controlling interest, and its representatives, officers, directors, employees, assigns
9 and successors; (b) any person or entity who has settled or released these same claims against
10 Defendant as evidenced by a written release; and (c) the Judge to whom this case is assigned.

11 118. Plaintiffs are members of the Classes that they seek to represent. Members of the
12 proposed Classes are fully ascertainable and can be identified using Defendant's records of online
13 retail sales (including records of retail sales by its authorized resellers and dealers), product
14 registrations, and other information kept by Defendant in the usual course of business and/or in the
15 control of Defendant. Class Members can be notified of the class action through publication on user
16 websites and direct e-mailings to address lists maintained in the usual course of business by
17 Defendant. Alternatively, Class Members can self-identify themselves.

18 119. Numerosity/Impracticability of Joinder: The members of the Classes are so numerous
19 that joinder of all members would be impracticable. The proposed Classes include, at a minimum,
20 thousands of members. The precise number of Class Members can be ascertained by reviewing
21 documents and records in Defendant's possession, custody and control or otherwise obtained through
22 reasonable means.

23 120. Commonality and Predominance: There are common questions of law or fact which
24 predominate over any questions affecting only individual members of the Classes. These common
25 legal or factual questions, include, but are not limited to the following:

26 a. Whether Defendant engaged in a pattern of fraudulent, deceptive and
27 misleading conduct;

b. Whether Defendant's acts and omissions violated consumer protection, unfair competition, and/or false advertising statutes;

c. Whether Defendant made material misrepresentations of fact or omitted stating material facts to Plaintiffs and the Classes regarding the defective nature and high failure rate of the Drives;

d. Whether Defendant breached its express and implied warranties;

e. Whether, as a result of Defendant's misconduct, Plaintiffs and the Classes are entitled to relief, and, if so, the nature of such relief;

f. Whether, by the misconduct set forth herein, Defendant violated the common law of unjust enrichment; whether the Plaintiffs and members of the Classes have sustained ascertainable loss and damages as a result of Defendant's acts and omissions, and the proper measure thereof.

121. Typicality: The representative Plaintiffs' claims are typical of the claims of the members of the Classes he seeks to represent. Plaintiffs and members of the Classes have been injured by the same wrongful practices in which Defendant has engaged. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the members of the Classes and are based on the same legal theories.

122. Adequacy: Plaintiffs are representatives that will fully and adequately assert and protect the interests of the Classes, and has retained class counsel who are experienced and qualified in prosecuting class actions. Neither Plaintiffs nor their attorneys have any interests which are contrary to or conflicting with the Classes.

123. Superiority: A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all Class Members is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Classes are likely in the millions of dollars, the individual damages incurred by each Class member resulting from Defendant's wrongful conduct are too small to warrant the expense of individual suits. The likelihood of individual Class Members prosecuting their own separate claims is remote, and, even if every Class member could afford individual litigation, the court system would

1 be unduly burdened by individual litigation of such cases. Individual members of the Classes do not
2 have a significant interest in individually controlling the prosecution of separate actions, and
3 individualized litigation would also present the potential for varying, inconsistent, or contradictory
4 judgments and would magnify the delay and expense to all of the parties and to the court system
5 because of multiple trials of the same factual and legal issues. Plaintiffs know of no difficulty to be
6 encountered in the management of this action that would preclude its maintenance as a class action.
7 In addition, Defendant has acted or refused to act on grounds generally applicable to the Classes and,
8 as such, final injunctive relief or corresponding declaratory relief with regard to the members of the
9 Classes as a whole is appropriate.

10 124. In the alternative, Plaintiffs seek certification pursuant to Rule 23(c)(4) on the issues
11 of: (a) whether Defendant breached its warranty contracts with Plaintiffs and the Class; and (b)
12 whether Defendant engaged in deceptive, confusing or misleading practices in connection with the
13 sale and warranting of the Drives.

14 VI. VIOLATIONS ALLEGED

15 FIRST CLAIM FOR RELIEF

16 VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW 17 (On Behalf of Plaintiff Ginsberg and the Class)

18 125. Plaintiff Ginsberg incorporates the allegations set forth above as if fully set forth
19 herein.

20 126. California Business and Professions Code § 17200, *et seq.*, the Unfair Competition
21 Law (“UCL”), prohibits any “unlawful, unfair, or fraudulent business act or practices.”

22 127. Plaintiff, the members of the Class, and Defendant are “persons” within the meaning
23 of the UCL.

24 128. Defendant violated the UCL for one or more of the following reasons:

- 25 a. It engaged in unlawful conduct.
- 26 b. It made material misrepresentations and omissions.
- 27 c. It engaged in immoral, unethical, unscrupulous, and oppressive conduct, or
28 conduct that is otherwise against established public policy.

1 129. More specifically, Defendant violated the UCL’s “unlawful” prong by violating
2 California’s False Advertising Law and express and implied warranty statutes, as set forth below.

3 130. Defendant violated the UCL’s “fraudulent” prong because it made material
4 misrepresentations and omissions regarding the Drives, as set forth in this Complaint.

5 131. Plaintiff viewed and relied on Defendant’s misrepresentations prior to purchasing a
6 Drive.

7 132. The affirmative misrepresentations made by Defendant include, without limitation,
8 that the Drives are high-performing and reliable. For example, Defendant claimed that the Internal
9 Barracuda provides “[r]eliable performance, even in tough environments, thanks to Seagate
10 AcuTrac™ servo technology”; that it delivers “dependable performance, even with hard drive track
11 widths of only 75 nanometers”; that the Backup Plus is suitable to protect one’s “digital life” and
12 “lifetime of memories”; that the GoFlex “protects your data” and is “perfect for” securing all of the
13 media and documents a consumer may have; and that the Drives have a hard error rate of 1 per
14 10E14 and an AFR of less than 1%.

15 133. Members of the public would likely be deceived by these statements, as they are
16 unqualified affirmations of the Drives’ reliability and quality and are not mere “puffery” or
17 hyperbole.

18 134. Because Defendant made material affirmative representations about the reliability and
19 performance of the Drives, it had a duty to disclose their defective nature to Plaintiff and to the Class
20 Members prior to or contemporaneous with each sale. Defendant’s duty to disclose also arose out of
21 its active concealment of the Drive’s defects, as well as the fact that, at the time of sale, it had
22 knowledge of the defects whereas the Plaintiff and the Class Members did not.

23 135. Defendant failed to disclose the Drives’ defective nature. For example, it failed to
24 disclose that the Drives are not reliable or dependable, that they are defective and prone to early
25 catastrophic failures, and that their published hard error rates and AFRs are wholly inaccurate.

26 136. Defendant’s omissions and misrepresentations were material because a reasonable
27 consumer would attach importance to the existence or non-existence of a defect that strongly and
28 adversely affects the Drive’s reliability and longevity.

1 137. It is common knowledge that a hard drive's reliability and longevity are important to
2 consumers, as consumers store valuable and often irreplaceable files, pictures, documents, and other
3 data on them. Defendant, which is one of the largest hard drive manufacturers in the world, therefore
4 knew, or had reason to know, that consumers were likely to regard the foregoing as important in
5 deciding whether to purchase its Drives.

6 138. Moreover, the consumer reviews and complaints discussed *supra* put Defendant on
7 notice of the above.

8 139. Plaintiff would not have purchased a Drive if he had known about its model-wide
9 defect. Since Defendant's misrepresentations and omissions were material, it may be presumed that
10 members of the Class would not have purchased a Drive if they had known about their defects.

11 140. If Defendant had disclosed the Drives' defects, the defects would have become known
12 to Plaintiff and the Class Members because, upon information and belief, they would have been
13 disseminated on the Internet, by retail employees, and through other sources.

14 141. Defendant violated the UCL's unfair prong because Defendant's acts and practices set
15 forth in this Complaint offend established public policy or are otherwise immoral, unethical,
16 unscrupulous, and oppressive.

17 142. These acts and practices include, without limitation, Defendant marketing and selling
18 the Drives knowing they contain serious model-wide defects; failing to adequately disclose and
19 remedy the defects; misrepresenting the quality and reliability of the Drives; replacing failed Drives
20 with "refurbished" Drives that had already failed; failing to provide refunds or a different model of
21 hard drive to warranty claimants even though Defendant never delivered conforming, non-defective
22 Drives; and providing defective replacement Drives and charging customers exorbitant sums of
23 money to recover their data.

24 143. The harm these acts and practices cause to consumers greatly outweighs any benefits
25 associated with those acts and practices.

26 144. Defendant's conduct has also impaired competition within the hard drive market and
27 has prevented Plaintiff and Class Members from making fully informed decisions about whether to
28 purchase Drives and/or the price to be paid to purchase them.

145. Plaintiff has standing to pursue all of the foregoing Unfair Competition Law claims on behalf of the Class because he has suffered an injury in fact, including the loss of money or property, as a result of and in reliance on Defendant's unfair, unlawful, and deceptive practices. As set forth above, had Defendant disclosed the Drives' defects, Plaintiff would not have purchased one, or, at a minimum, he would not have paid as much. In addition, Plaintiff has expended money as a result of the defect because he had to pay to ship his Drive to Defendant for replacement.

146. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated throughout the country.

147. Accordingly, Plaintiff and the Class request that this Court enter such orders or judgments as may be necessary to enjoin Defendant from continuing its unfair, unlawful, and/or deceptive practices and to restore to Plaintiff and the Class any money Defendant acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for attorney's fees and costs.

SECOND CLAIM FOR RELIEF

**VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW
(On Behalf of Plaintiff Ginsberg and the Class)**

148. Plaintiff Ginsberg incorporates the allegations set forth above as if fully set forth herein.

149. California Business and Professions Code § 17500 *et seq.*, the False Advertising Law (“FAL”), proscribes the dissemination of a statement that is “untrue, misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

150. Plaintiff and the members of the Class are “persons” within the meaning of the FAL.

151. Defendant is a “corporation” within the meaning of the FAL.

152. Defendant violated the FAL because it knowingly made material affirmative misrepresentations and omissions regarding the Drives as set forth in this Complaint, as well as for the reasons set forth in the First Claim for Relief.

1 153. Moreover, Defendant knew, or should have known, that its statements and omissions
2 were untrue or misleading. Upon information and belief, Defendant received, or otherwise had
3 knowledge of, thousands of complaints and reviews from customers pertaining to the defects at issue
4 in this litigation and was aware of the Backblaze reports. Additionally, it had firsthand knowledge of
5 the Drives' defects because it examined and tested all Drives sent in by consumers for replacement.

6 154. Plaintiff has standing to pursue a FAL claim on behalf of the Class because he has
7 suffered an injury in fact, including the loss of money or property, as a result of and in reliance on
8 Defendant's false advertising. As set forth *supra*, had Defendant disclosed the Drives' defects,
9 Plaintiff would not have purchased one, or, at a minimum, he would not have paid as much. In
10 addition, Plaintiff has expended money as a result of the defect because he had to pay to ship his
11 Drive to Defendant for replacement.

12 155. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
13 conduct of Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized
14 course of conduct that is still perpetuated and repeated throughout the country.

15 156. Accordingly, Plaintiff and the Class request that this Court enter such orders or
16 judgments as may be necessary to enjoin Defendant from continuing its false advertising practices
17 and to restore to Plaintiff and the Class any money Defendant acquired by false advertising,
18 including restitution and/or restitutionary disgorgement, and for attorney's fees and costs.

19 **THIRD CLAIM FOR RELIEF**

20 **BREACH OF EXPRESS WARRANTY**
21 **(On Behalf of all Plaintiffs and the Class)**

22 157. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

23 158. The Drives' warranty contains a choice of law clause which provides that the "laws of
24 the State of California, USA, govern this limited warranty."

25 159. As an express warrantor and manufacturer and merchant, Defendant had certain
26 obligations under California Commercial Code § 2313 *et seq.* and California Civil Code § 1791.2 *et*
27 *seq.* to conform the Drives to their express warranties.
28

1 160. When Plaintiffs and Class Members purchased the Drives, Defendant expressly
2 warranted that they were free from defects in materials and workmanship.

3 161. The defects in the Drives were present at the time of sale to Plaintiffs and members of
4 the Class.

5 162. Defendant breached its express warranties – and continues to breach them – because it
6 did not, and cannot, deliver conforming, non-defective Drives to Plaintiffs and Class Members
7 despite sending replacement Drives to them.

8 163. Defendant did not, and cannot, deliver conforming, non-defective Drives because the
9 Drives suffer from model-wide defects that cause them to fail at extremely high rates. The Drives’
10 warranties have therefore failed of their essential purposes.

11 164. Simply put, Defendant replaced defective Drives with defective Drives, and in many
12 instances Defendant provided as replacements failed drives that it “refurbished” despite knowing that
13 they were irreparably defective and highly likely to fail again.

14 165. Defendant also failed and refused to reimburse or refund Plaintiffs and the Class
15 Members or to provide them with functionally equivalent, non-defective hard drives of a different
16 model.

17 166. Plaintiffs used their Drives in a manner consistent with their intended use and have
18 performed each and every duty required under the terms of the warranty, except as may have been
19 excused or prevented by the conduct of Defendant or by operation of law in light of Defendant’s
20 deceptive, unfair, unconscionable, and fraudulent conduct.

21 167. Defendant has received timely notice regarding the problems at issue in this litigation
22 and, notwithstanding such notice, has failed and refused to offer an effective remedy.

23 168. Additionally, upon information and belief, Defendant has received – or otherwise has
24 knowledge of – thousands of complaints and reviews from customers pertaining to the defects at
25 issue in this litigation and is aware of the Backblaze reports.

26 169. In its capacity as a supplier and/or warrantor, and by the deceptive, unfair,
27 unconscionable, and fraudulent conduct described herein, any attempt by Defendant to limit its
28 express warranties in a manner that would exclude or limit coverage for the defects present in the

1 Drives as of the time of sale, which Defendant knew about prior to offering the Drives for sale,
2 which Defendant concealed and did not disclose, and did not remedy prior to sale or afterward, is
3 unconscionable, and any such effort to disclaim or otherwise limit liability for the defects at issue is
4 null and void.

5 170. Any attempt by Defendant to limit or exclude any form of damages or other remedies,
6 including without limitation consequential and incidental damages, is unconscionable and therefore
7 null and void due to Defendant's deceptive, unfair, unconscionable, and fraudulent conduct.

8 171. Plaintiffs and the Class Members have suffered damages caused by Defendant's
9 breach of the express warranties and seek to recover damages including, without limitation,
10 restitution; consequential and incidental damages such as data loss and data recovery costs;
11 attorney's fees and costs; and any other relief the Court deems just and appropriate.

12 **FOURTH CLAIM FOR RELIEF**

13 **BREACH OF IMPLIED WARRANTY** 14 **(On Behalf of all Plaintiffs and the Class)**

15 172. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 173. Defendant is and was at all relevant times a merchant with respect to the Drives.

17 174. A warranty that the Drives were in merchantable quality and condition is implied by
18 law pursuant to California Commercial Code § 2314 and Cal. Civ. Code § 1792.

19 175. Defendant did not disclaim this warranty, nor could it; pursuant to Cal. Civ. Code
20 § 1793, a manufacturer, distributor, or retailer may not limit, modify, or disclaim the implied
21 warranty of merchantability if it extends an express warranty on the product.

22 176. Defendant impliedly warranted that the Drives were of good and merchantable
23 condition and quality – fit for their ordinary intended use, namely providing reliable data storage.

24 177. The Drives were defective at the time they left the possession of Defendant, as set
25 forth above. Defendant knew of this defect at the time these transactions occurred. Thus, the Drives,
26 when sold and at all times thereafter, were not in merchantable condition or quality and were not fit
27 for their ordinary intended purpose.
28

178. By virtue of the conduct described herein and throughout this Complaint, Defendant breached the implied warranty of merchantability.

179. Plaintiffs and the Class Members have been damaged as a direct and proximate result of Defendant's breach of the implied warranty.

180. Plaintiffs used their Drives in a manner consistent with their intended use and performed each and every duty required by the implied warranty, except as may have been excused or prevented by the conduct of Defendant or by operation of law in light of Defendant's deceptive, unfair, unconscionable, and fraudulent conduct.

181. Defendant has received timely notice regarding the problems at issue in this litigation and, notwithstanding such notice, has failed and refused to offer an effective remedy.

182. Additionally, upon information and belief, Defendant has received – or otherwise has knowledge of – thousands of complaints and reviews from customers pertaining to the defects at issue in this litigation and is aware of the Backblaze reports.

183. Plaintiffs and Class Members are in privity of contract with Defendant because they purchased the Drives through resellers or Defendant's website.

184. As a direct and proximate result of Defendant's breach of warranties, Plaintiffs and the Class Members have been injured and seek to recover damages including, without limitation, restitution; consequential and incidental damages such as data loss and data recovery costs; attorney's fees and costs; and any other relief the Court deems just and appropriate.

FIFTH CLAIM FOR RELIEF

UNJUST ENRICHMENT/MONEY HAD AND RECEIVED
(On Behalf of all Plaintiffs and the Class)

185. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

186. Through the deceptive, unfair, and unconscionable conduct and statements described above, Defendant sold defective Drives to Plaintiffs and Class Members and thereafter failed and refused to provide them with the non-defective Drives they paid for.

187. Such conduct includes, without limitation, marketing and selling the Drives knowing they contain serious model-wide defects; failing to adequately disclose and remedy the defects;

1 misrepresenting the quality and reliability of the Drives; replacing failed Drives with “refurbished”
2 Drives that had already failed; failing to provide refunds or a different model of hard drive even
3 though Defendant never delivered non-defective Drives; and providing customers with defective
4 replacement Drives and charging them exorbitant sums of money to recover their data.

5 188. Upon information and belief, Defendant engaged in the foregoing conduct in order to
6 enrich itself at the expense of Plaintiffs and Class Members.

7 189. Further, Defendant refused, and continues to refuse, to replace Drives or issue refunds
8 to Plaintiffs and Class Members for Drive failures occurring outside of the warranty period, despite
9 the fact that Defendant utterly failed to provide them with non-defective Drives inside of the
10 warranty period.

11 190. As the proceeds from the sale of Defendant’s Drives were obtained/induced by
12 improper means, Defendant is not legally or equitably entitled to retain these proceeds.

13 191. Defendant breached the public trust through its misrepresentations, omissions, and
14 other deceptive, unfair, and unconscionable conduct connected to the sale and replacement of its
15 Drives, all of which was to the detriment of Plaintiffs and Class Members.

16 192. By its actions in taking and withholding Drive sales proceeds, Plaintiffs and Class
17 Members conferred, and continue to confer, a benefit upon the Defendant, and the Defendant is
18 aware of such benefit.

19 193. By Defendant taking and withholding Plaintiffs’ and the Class’ monies, Defendant
20 was and is financially unjustly enriched, causing an economic detriment to the Plaintiffs and the
21 Class.

22 194. Defendant’s retention of this benefit violates the fundamental principles of justice,
23 equity, and good conscious.

24 195. As it would be unjust and inequitable for Defendant to retain its ill-gotten gains,
25 Defendant is required to pay restitution to Plaintiffs and the Class.

SIXTH CLAIM FOR RELIEF

**VIOLATION OF THE NEW YORK DECEPTIVE ACTS AND PRACTICES STATUTE
(On Behalf of Plaintiff Crawford and the New York Subclass)**

196. Plaintiff Crawford incorporates the allegations set forth above as if fully set forth herein.

197. New York General Business Law § 349, the Deceptive Acts and Practices Statute (“DAPS”), prohibits deceptive acts or practices in the conduct of any business, trade, or commerce.

198. Defendant is a “firm, corporation or association” within the meaning of DAPS.

199. As a manufacturer of hard drives to the consuming public and whose conduct affects similarly situated consumers and has a broad impact on consumers at large, Defendants are engaged in consumer-oriented conduct within the intended ambit of DAPS.

200. Plaintiff and Subclass Members are “persons” within the meaning of DAPS.

201. Defendant violated DAPS because it deceived consumers about the quality and reliability of the Drives through material misrepresentations and omissions, as set forth in this Complaint.

202. Plaintiff relied on Defendant’s material misrepresentations and omissions in deciding whether to purchase a Drive.

203. The affirmative misrepresentations made by Defendant include, without limitation, that the Drives are high-performing and reliable. For example, Defendant claimed that the Internal Barracuda provides “[r]eliable performance, even in tough environments, thanks to Seagate AcuTrac™ servo technology”; that it delivers “dependable performance, even with hard drive track widths of only 75 nanometers”; that the Backup Plus is suitable to protect one’s “digital life” and “lifetime of memories;” that the GoFlex “protects your data” and is “perfect for” securing all of the media and documents a consumer may have; and that the Drives have a hard error rate of 1 per 10E14 and an AFR of less than 1%.

204. Defendant also failed to disclose the Drives’ defective nature. For example, it failed to disclose that the Drives are not reliable or dependable, that they are defective and prone to early catastrophic failures, and that their published hard error rates and AFRs are wholly inaccurate.

205. Defendant's misrepresentations and omissions would have deceived an objectively reasonable person into believing that the Drives were reliable and dependable and had long useful lives.

206. Defendant's misrepresentations and omissions were directed at New York consumers.

207. Plaintiff and Subclass Members would not have purchased Drives if they had known about their model-wide defects.

208. If Defendant had disclosed the Drives' defects, the defects would have become known to Plaintiff and the Subclass Members because, upon information and belief, they would have been disseminated on the Internet, by retail employees, and through other sources.

209. Plaintiff and the Subclass each suffered an ascertainable loss of money and property as a result of Defendant's material misrepresentations and omissions and other deceptive acts and practices described in this Complaint. As set forth above, had Defendant disclosed the Drives' defects, Plaintiff and Subclass Members would not have purchased Drives, or, at a minimum, would not have paid as much. In addition, Plaintiff and Subclass Members had to pay to ship failed Drives to Defendant for warranty replacement.

210. As a direct and proximate result of Defendant's deceptive acts and practices, Plaintiff and Subclass Members have been injured. Accordingly, Plaintiff and the Subclass request that this Court enjoin Defendant from continuing its deceptive acts and practices, and award Plaintiff and the Subclass actual damages and attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and Class Members pray for relief as set forth below:

A. Restitution and/or actual, incidental and consequential damages, and such other relief as provided by the statutes cited herein.

B. Pre-judgment and post-judgment interest.

C. Equitable relief in the form of restitution and/or disgorgement of all of Defendant's ill-gotten gains.

D. Attorney's fees and costs.

1 E. An injunction against Defendant, its affiliates, successors, transferees, assignees, and
2 other officers, directors, partners, agents and employees thereof, and all other persons acting or
3 claiming to act on their behalf or in concert with them, from in any manner continuing its unfair,
4 unlawful, and deceptive practices and false advertising.

5 F. All other relief to which Plaintiffs and Class Members may be entitled at law or in
6 equity.

7 **JURY DEMAND**

8 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demands a trial by
9 jury for all issues so triable.

10
11 DATED: February 5, 2016

HAGENS BERMAN SOBOL SHAPIRO LLP

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26
27
28

EXHIBIT A

English	1
Dansk	2
Deutsch	3
Español	4
Français	5
Italiano	6
العربية	7
Nederlands	8
Norsk	9
Polski	10
Português	11
Português (Brasil)	12
Русский	13
Suomi	14
Svenska	15
Čeština	16
Ελληνικά	17
Magyar	18
Türkçe	19
עברית	20
简体中文	21
繁體中文	22
한국어	23
日本語	24

What Does This Limited Warranty Cover?

This limited warranty covers any defects in material or workmanship in the new Seagate product accompanied by this limited warranty statement. Only consumers purchasing this product from an authorized Seagate retailer or reseller may obtain coverage under this limited warranty.

How Long Does The Coverage Last?

The warranty period for your product is the length of time indicated as part of your product packaging. Please see your product box or quick start guide for the applicable warranty period for your product. You also may go to <http://www.seagate.com/retailwarranty/> to obtain the length of your warranty period and to determine whether there are any usage-based limitations. If you purchased the product in a European Economic Area Member State, you will receive the longer of your applicable product warranty period or two (2) years. The warranty period for all components other than the main product is ninety (90) days from the documented date of your purchase or two (2) years if purchased in a European Economic Area Member State.

What Does This Limited Warranty Not Cover?

This limited warranty does not cover any problem that is caused by (a) commercial use, accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual; or (c) lost passwords; or (d) malfunctions caused by other equipment. This limited warranty is void if a product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover). This limited warranty does not cover data loss – back-up the contents of your drive to a separate storage medium on a regular basis. Also, consequential damages; incidental damages; and costs related to data recovery, removal, and installation are not recoverable under this warranty.

What Do You Have To Do?

Seagate will not provide any warranty coverage unless your claim is in compliance with all terms of this limited warranty statement and you follow proper return procedure. To request warranty service, contact an authorized Seagate service center or refer to www.seagate.com for more information regarding customer support within your jurisdiction. You also may obtain information regarding the location of authorized Seagate service centers and access the Seagate automated customer service directory by calling +1-800-SEAGATE. Callers outside the US can reach this service by dialing +1-405-324-4770. Once an authorized service center or Seagate determines that a repair or replacement is required, you will be prompted for your name, address, phone number, e-mail and product serial number and then issued a Return Order Number to use when returning product to Seagate. Product you return to Seagate must be properly packaged in its original packaging (or packaging providing the product with protection equivalent to the original packaging) and shipped, with the shipping charges prepaid via a shipping method that provides for tracking of your package, to the address provided when you received your Return Order Number. In addition to regular back-ups, if possible, back-up your data before returning a drive, because the product you send to Seagate or an authorized service provider will not be returned to you. Additional information on backing-up the contents of your drive can be found at www.seagate.com.

What Will Seagate Do?

If Seagate authorizes you to return your product to Seagate or an authorized service provider, Seagate will replace your product without charge with a functionally equivalent replacement product. Seagate may replace your product with a product that was previously used, repaired and tested to meet Seagate specifications. Seagate will pay to ship the replacement product to you. By sending product for replacement, you agree to transfer ownership of the original product to Seagate. Seagate will not return your original product to you. Data recovery is not covered under this limited warranty and is not part of the repair or exchange process. If you would like data recovery performed on your drive, it is available from Seagate as a separate service for an additional charge. Seagate warrants that repaired or replaced products are covered for the greater of either the remainder of the original product warranty or 90 days.

How Does State Law Apply?

The laws of the State of California, USA, govern this limited warranty. It gives you specific legal rights, and you may also have other rights that vary from state to state. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you.

Which Seagate Technology Companies Are Extending this Limited Warranty?

The Seagate company offering this limited warranty depends on where you purchased the product:

US & Americas: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europe, Middle East, Africa: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

Asia Pacific: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Please do not return products to the addresses listed above but follow the rules described in the paragraph "What Do You Have To Do?"

Hvad Dækker Denne Begrænsede Garanti?

Denne begrænsede garanti dækker enhver fejl i materiel eller udførelse ved et nyt Seagate-produkt, hvor denne begrænsede garanti medfølger. Kun forbrugere, der har købt produktet hos en autoriseret Seagate-forhandler eller videreforhandler, er dækket af denne begrænsede garanti.

Hvor Længe Dækker Garantien?

Garantiperioden for dit produkt er den tid, der er angivet som en del af din produktemballage. Se venligst på produktboksen eller quick start-vejledningen for den gældende garantiperiode for dit produkt. Du kan også gå til <http://www.seagate.com/retailwarranty/> for at få oplysning om længden af din garantiperioden og afgøre, hvorvidt der er nogen bugbaserede begrænsninger. Hvis du har købt produktet i en medlemsstat indenfor Europæiske Økonomiske Samarbejdsområde, vil du modtage den længst gældende produktgarantiperiode eller to (2) år. Garantiperioden for alle andre komponenter end hovedproduktet er halvfems (90) dage fra den dokumenterede dato for dit køb eller to (2) år, hvis købet er sket i en medlemsstat indenfor Det Europæiske Økonomiske Samarbejdsområde.

Hvad Dækker Garantien Ikke?

Denne begrænsede garanti dækker ikke problemer opstået ved (a) kommerciel brug, uheld, misbrug, misligholdelse, stød, elektrostatisk afladning, afmagnetisering, varme eller fugt overstridende produktspecifikationerne, fejlagtig installation, fejlagtig brug, fejlagtig vedligeholdelse eller modificering, eller (b) misbrug i strid med instruktionsmanualen, eller (c) mistede passwords, eller (d) fejl forårsaget af andet udstyr. Denne begrænsede garanti bortfalder, såfremt et produkt returneres med fjernet, ødelagte eller manipulerede mærkater eller ændringer (inklusive uautoriseret fjernelse af komponenter eller eksterne covere). Denne begrænsede garanti dækker ikke tab af data – foretag jævnligt backup på et eksternt lagringsmedium. Endvidere er følgeskader og hændelige skader samt udgifter i relation til dataretablering, -installation og -fjernelse ikke dækket af denne begrænsede garanti.

Hvad Skal Du Gøre?

Seagate yder ikke nogen garanti, medmindre dit krav opfylder alle vilkår under denne begrænsede garanti, og du følger alle procedurer vedrørende returnering af varen. Ved ønske om garantiservice kontakt da et autoriseret Seagate servicecenter eller se www.seagate.com for mere information vedrørende forbrugersupport i dit område. Du kan også finde mere information vedrørende lokale Seagate servicecentre og få adgang til den automatiske forbrugerservice ved at ringe på tlf.: +1-800-SEAGATE. Forbrugere udenfor USA kan opnå denne service ved at ringe på tlf.: +1-405-324-4770. Når et autoriseret servicecenter eller Seagate har vurderet, at en reparation eller udskiftning er nødvendig, vil du blive bedt om at oplyse dit navn, adresse, telefonnummer, e-mail og serienummeret på produktet. Herefter vil du få udleveret et returovernummer, som du skal benytte, når du returnerer produktet til Seagate. Yderligere information om back-up af indholdet på dit drev kan findes på www.seagate.com. Produktet, du returnerer til Seagate, skal være forsvarligt indpakket i original-emballagen (eller anden emballage, der giver tilsvarende beskyttelse af produktet). Du skal benytte adressen, der er angivet på dit returovernummer, du har modtaget, og hvorpå kostningerne skal være forudbetalt af dig på en måde, hvormed det er muligt at følge forsendelsen. Udover jævnlig back-

up bør du, hvis det er muligt, tage en back-up af dine data, før du returnerer en harddisk, da det produkt, du sender til Seagate eller et autoriseret servicecenter, ikke vil blive returneret til dig.

Hvad Vil Seagate Foretage Sig?

Hvis Seagate beder dig returnere produktet til Seagate eller et autoriseret servicecenter, erstatter Seagate uden beregning dit produkt med et tilsvarende funktionelt erstatningsprodukt. Seagate kan erstatte dit produkt med et produkt, der er brugt, repareret og testet for, om det opfylder Seagates specifikationer. Seagate betaler for fragten af erstatningsproduktet til dig. Ved at sende produktet til ombytning accepterer du, at ejerskabet af det originale produkt overgår til Seagate. Seagate returnerer ikke det originale produkt til dig. Genetablering af data er ikke dækket af denne begrænsede garanti og er ikke en del af reparationen eller ombytningsprocessen. Hvis du ønsker genetablering af data på din harddisk, kan Seagate tilbyde dette som en separat service mod ekstra betaling. Seagate garanterer, at reparerede eller ombyttede produkter er dækket af original produktets resterende garantiperiode eller 90 dage afhængigt af, hvad der er mest fordelagtigt for dig.

Hvilket Lands Love Gælder?

Denne begrænsede garanti er omfattet af loven i staten Californien, USA. Garantien giver dig specifikke juridiske rettigheder, og du kan – varierende fra land til land – herudover have andre rettigheder. Den begrænsede garanti influerer ikke på de yderligere rettigheder, du måtte have efter gældende retsregler om forbrugerkøb i dit land, herunder og uden øvrig begrænsning, nationale love, der implementerer EU's forbrugerbekendtgørelse (Europa-Parlamentets og Rådets direktiv 99/44/EF om visse aspekter af forbrugerkøb og garantier i forbindelse hermed). Nogle lande tillader ikke fraskrivelse eller begrænsning af ansvar for følgeskader eller hændelige skader, så det er muligt, at du ikke er omfattet af de fraskrivelse og begrænsninger, der følger af denne begrænsede garanti.

Hvilke Seagate Technology Firmaer Er Omfattet Af Denne Garanti?

Hvilket Seagate selskab, der yder dig denne begrænsede garanti, er afhængig af, hvor du har købt dit produkt:

US & Americas: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europa, Mellemøsten, Afrika: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

Asien: Seagate Singapore International, Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Vi beder dig venligst om ikke at returnere produkter til ovenstående adresser, men følge anvisningerne under punktet "Hvad Skal Du Gøre?".

Was deckt diese beschränkte Garantie ab?

Unsere beschränkte Garantie deckt alle Mängel am Material oder an der Verarbeitung des neuen Seagate-Produkts ab, dem diese beschränkte Garantieerklärung beiliegt. Diese beschränkte Garantie gilt nur für Kunden, die dieses Produkt von einem autorisierten Seagate-Einzelhändler oder -Wiederverkäufer erworben haben.

Wie lange gilt die Garantie?

Die Garantiedauer für dieses Produkt ist der auf der Produktverpackung angegebene Zeitraum. Weitere Informationen zu dem für Ihr Produkt zutreffenden Garantiezeitraum finden Sie auf der Produktverpackung oder in der Schnellstartanleitung. Die Länge des Garantiezeitraums können Sie auch auf <http://www.seagate.com/retailwarranty/> abrufen und ermitteln, ob nutzungsbedingte Einschränkungen bestehen. Falls Sie das Produkt in einem Mitgliedsstaat des Europäischen Wirtschaftsraums erworben haben, erhalten Sie den längeren zutreffende Produktgarantiezeitraum oder zwei (2) Jahre. Der Garantiezeitraum für Komponenten, abgesehen vom Hauptprodukt, beträgt neunzig (90) Tage ab dem dokumentierten Kaufdatum oder zwei (2) Jahre, falls das Produkt in einem Mitgliedsstaat des Europäischen Wirtschaftsraums erworben wurde.

Was deckt diese Garantie nicht ab?

Unsere beschränkte Garantie deckt kein Problem ab, das seine Ursache hat in (a) einer geschäftlichen Nutzung, einem Unfall, einem Missbrauch, einer Pflichtverletzung, einer Erschütterung, einer elektrostatischen Entladung, Entmagnetisierung, übermäßiger Hitze oder Feuchtigkeit entgegen den Produktspezifikationen, einer fehlerhaften Installation, Bedienung, Wartung oder Änderung oder (b) einem falschen Gebrauch entgegen den Anweisungen im Nutzerhandbuch oder (c) verlorenen Passwörtern oder (d) Fehlfunktionen, die von anderen Geräten verursacht wurden. Unsere beschränkte Garantie ist ungültig wenn ein eingesandtes Produkt entfernte, beschädigte oder manipulierte Aufschriften/ Etiketten oder sonstige Änderungen (z.B. unberechtigterweise entfernte Komponenten oder Gehäusedeckel) aufweist. Unsere beschränkte Garantie deckt keinen Datenverlust ab – machen Sie regelmäßige Sicherheitskopien ihres Laufwerkes auf einem anderen Speichermedium. Auch werden keine Folgeschäden, Begleitschäden und mit der Wiederherstellung von Daten, dem Ausbau und der Installation verbundene Kosten im Rahmen unserer Garantie ersetzt.

Was müssen Sie tun?

Wir werden keine Garantieleistung erbringen, wenn der von Ihnen geltend gemachte Garantieanspruch nicht mit allen Bedingungen der beschränkten Garantieerklärung für ein bestimmtes Produkt übereinstimmt und Sie nicht das richtige Rückgabeverfahren einhalten. Um eine Garantieleistung zu erhalten, wenden Sie sich bitte an ein autorisiertes Seagate Service Center oder informieren Sie sich unter www.seagate.com über den Kundenservice in ihrem Land. Sie können zudem unter der Rufnummer +1-800-SEAGATE die automatische Telefonauskunft des Seagate Kundenservice erreichen und Informationen darüber erhalten, wo sich autorisierte Seagate Service Center befinden. Anrufer außerhalb der USA können diese Auskunft unter der Rufnummer +1-405-324-4770 erreichen. Sobald ein autorisiertes Service Center oder Seagate festgestellt hat, dass eine Reparatur oder ein Austausch erforderlich ist, werden Sie aufgefordert, Ihren Namen, Ihre Adresse, Ihre Telefonnummer, Ihre Emailadresse und die Seriennummer des Produktes anzugeben. Es wird daraufhin für Sie eine Bestellnummer zur Rücksendung der Ware (Rücksendebestellnummer) ausgestellt, die Sie bei der Rücksendung des Produktes an Seagate verwenden müssen. Die Produkte, die Sie an Seagate zurücksenden, müssen

in der Originalverpackung (oder einer anderen Verpackung, die das Produkt in gleicher Weise sicher schützt) ordnungsgemäß verpackt werden und an die Adresse versandt werden, die Ihnen mitgeteilt wurde als Sie die Rücksendebestellnummer erhalten haben. Die Kosten dieser Versendung müssen von Ihnen im Voraus bezahlt werden und die Versendungsmethode muss das Verfolgen Ihres Pakets ermöglichen. Machen Sie neben regelmäßigen Sicherungskopien eine Sicherungskopie Ihrer Daten, wenn möglich, auch bevor Sie das Laufwerk zurückgeben, da Sie das Produkt, das Sie an Seagate oder an einen autorisierten Kundendienst schicken, nicht wieder zurück erhalten. Weitere Informationen zum Anfertigen von Sicherungskopien Ihres Laufwerksinhalts finden Sie auf www.seagate.com.

Was wird Seagate machen?

Wenn Sie Seagate dazu berechtigt, ein Produkt an Seagate oder einen autorisierten Kundendienst zurückzusenden, tauschen wir Ihr Produkt kostenlos gegen ein funktionell gleichwertiges Austauschprodukt aus. Seagate kann Ihr Produkt gegen ein Produkt austauschen, das schon gebraucht ist, repariert und getestet wurde, damit es den Seagate Anforderungen entspricht. Seagate trägt die Kosten der Versendung des Austauschprodukts an Sie. Dadurch, dass Sie Ihr Produkt zum Austausch senden, sind Sie damit einverstanden, dass das Eigentum an dem ursprünglichen Produkt auf Seagate übergeht. Seagate wird ursprüngliche Produkte nicht an Kunden zurücksenden. Die Wiederherstellung von Daten ist von dieser beschränkten Garantie nicht abgedeckt und ist nicht Teil des Reparatur- oder Austauschverfahrens. Falls Sie die Wiederherstellung von Daten auf Ihrem Laufwerk wünschen, können Sie diesen Service von Seagate gegen eine gesonderte Gebühr erhalten. Seagate garantiert, dass reparierte oder ausgetauschte Produkte für die übrige Laufzeit der Garantie für das Originalprodukt oder, falls dies länger ist, für 90 Tage unter diese Garantie fallen.

Wie findet örtliches Recht Anwendung?

Das Recht des US-Bundesstaates Kalifornien ist auf diese beschränkte Garantie anwendbar. Diese beschränkte Garantie verleiht Ihnen besondere Rechte, Sie haben jedoch möglicherweise zusätzliche Rechte, die von Land zu Land variieren. Diese beschränkte Garantie lässt alle zusätzlichen Rechte unberührt, die Ihnen nach der in Ihrem Land anwendbaren Rechtsordnung beim Verbrauchsgüterkauf zustehen. Dies schließt die nationalen Gesetze ein, die die Richtlinie der EG 1999/44/EG umsetzen, beschränkt sich jedoch nicht hierauf. In einigen Ländern ist der Ausschluss oder die Beschränkung von Begleitschäden oder Folgeschäden unzulässig. Diese Ausschlüsse oder Beschränkungen in dieser Garantie gelten daher möglicherweise nicht für Sie.

Welche Seagate Technology Gesellschaften gewähren diese beschränkte Garantie?

Welche Seagate Gesellschaft Ihnen diese Garantie gewährt hängt davon ab, wo Sie das Produkt gekauft haben:

USA und Rest-Amerika: Seagate Technology LLC, 10200 S. De Anza Blvd., Cupertino, CA 95014, USA

Europa, Nahost und Afrika: Seagate Technology International, Koollhovenlaan 1, 1119 NB Schiphol-Rijk, Niederlande

Asien-Pazifik: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Bitte senden Sie Ihre Produkte nicht an diese Adressen, sondern gehen Sie entsprechend der Beschreibung in dem Abschnitt „Was müssen Sie tun?“ vor.

Garantía limitada de Seagate

¿Qué cubre la presente garantía limitada?

La presente garantía limitada cubre cualquier defecto en el material o en la mano de obra de los nuevos productos de Seagate que incluyan este documento de garantía limitada. Únicamente aquellos consumidores que hayan adquirido el presente producto a un minorista o proveedor autorizado de Seagate estarán cubiertos por la presente garantía limitada.

¿Cuánto dura la cobertura?

El periodo de garantía para su producto corresponde al tiempo indicado como parte del embalaje del mismo. Consulte la caja del producto o la guía de inicio rápido para ver el periodo de garantía aplicable al producto. También puede visitar <http://www.seagate.com/retailwarranty/> para conocer el periodo de garantía y para determinar si existen limitaciones de uso. Si adquirió el producto en un Estado miembro del Espacio Económico Europeo, recibirá el periodo de garantía aplicable más extenso para el producto o dos (2) años. El periodo de garantía para todos los componentes distintos al producto principal será de noventa (90) días a partir de la fecha que figure en el documento de compra o de dos (2) años si se adquieren en un Estado miembro del Espacio Económico Europeo.

¿Qué no cubre la presente garantía limitada?

La presente garantía limitada no cubre ningún problema causado por (a) el uso comercial, accidente, abuso, negligencia, impacto, descarga electrostática, desmagnetización, calor o humedad que sobrepase las especificaciones del producto, instalación indebida, funcionamiento, mantenimiento o modificación; o (b) cualquier uso inadecuado que sea contrario a las instrucciones del manual del usuario; u (c) olvido o pérdida de contraseñas; o (d) mal funcionamiento causado por otro equipo. La presente garantía limitada es nula si el producto se devuelve con etiquetas removidas, dañadas o falsificadas, o cualquier otra alteración (incluyendo la eliminación no autorizada de cualquier componente o cubierta exterior). La presente garantía limitada no cubre el daño emergente o lucro cesante de la pérdida de datos – realice un respaldo del contenido de su unidad de disco de vez en cuando en un medio de almacenamiento separado. Asimismo, no son reembolsables bajo la presente garantía los daños derivados, incidentales y costes relacionados con la recuperación, eliminación e instalación de datos.

¿Qué debe hacer?

Seagate no proporcionará ninguna cobertura de garantía salvo que la reclamación cumpla con todos los términos del presente documento de garantía limitada y se haya seguido el correspondiente proceso de devolución. Para solicitar el servicio de garantía, póngase en contacto con un centro de servicio autorizado de Seagate o visite la página web www.seagate.com para obtener información adicional relativa al servicio al cliente en su jurisdicción. También podrá informarse acerca de dónde se encuentran los centros de servicio autorizados de Seagate y acceder al directorio computarizado de servicio al cliente de Seagate llamando al +1-800-SEAGATE. Los clientes que llamen desde fuera de EE.UU. podrán acceder a este servicio marcando el +1-405-324-4770. Cuando el centro de servicio autorizado, o Seagate, haya determinado que debe procederse a la reparación o sustitución, usted deberá indicar su nombre, dirección, número de teléfono, dirección de correo electrónico y el número de serie del producto y posteriormente se le asignará un Número de Orden de Devolución que deberá utilizar al devolver el producto a Seagate. El producto que devuelva a Seagate deberá ser convenientemente empaquetado en su embalaje original (o en otro con el que el

producto esté protegido de forma equivalente al embalaje original) y enviado, con las tasas de envío prepagadas a través de un método de envío en el que se pueda rastrear su paquete, a la dirección que se le indicó al asignársele su Número de Orden de Devolución. Además del respaldo periódico del contenido de su unidad de disco, si es posible, realice el respaldo de datos antes de regresar la unidad de disco porque no se le devolverá el producto que envíe a Seagate o al proveedor de servicio autorizado. Puede encontrar información adicional sobre respaldo de contenido para su unidad de disco en www.seagate.com.

¿Qué hará Seagate?

Si es el caso que Seagate le autoriza a devolver su producto a Seagate o a un proveedor de servicio autorizado, Seagate sustituirá su producto a título gratuito por otro producto cuya funcionalidad sea equivalente. Seagate podrá sustituir su producto por otro que haya sido anteriormente utilizado, reparado y probado para cumplir con las especificaciones de Seagate. Seagate pagará el envío del producto dirigido a usted. Al enviar el producto para su sustitución, usted estará aceptando ceder a Seagate la propiedad del producto original. Seagate no le devolverá su producto original. La presente garantía limitada no cubre la recuperación de datos, la cual no formará parte del proceso de reparación o cambio. Si usted desea recuperar los datos incluidos en su unidad de disco, Seagate le ofrecerá dicho servicio de recuperación de datos de forma separada con un coste adicional. Seagate garantiza que los productos reparados o sustituidos están cubiertos durante el resto del periodo de garantía del producto original o durante un plazo de 90 días, si este último es mayor.

¿Cómo se aplica la legislación?

La presente garantía limitada se regirá por las leyes del Estado de California, EE.UU. Esta legislación le confiere derechos específicos que podrán ser adicionales y varían de Estado a Estado y país a país. La presente garantía limitada no afectará a cualesquiera otros derechos adicionales que puedan corresponderle en virtud de las leyes de su jurisdicción relativos a la venta de bienes de consumo, incluyendo, sin limitación alguna, las leyes nacionales que implementen la Directiva 1999/44. Algunos Estados o países no permiten la exclusión o limitación de daños derivados o incidentales, de modo que las limitaciones o exclusiones previstas en el presente documento de garantía limitada podrían no serle de aplicación.

¿Qué compañías de Seagate Technology ofrecen la presente garantía limitada?

La compañía de Seagate que proporciona la presente garantía limitada depende del lugar en el que Usted haya adquirido el producto:

EE.UU. y países de América: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, EE.UU.

Europa, países del Medio Oriente y África: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Países Bajos.

Asia Pacífico: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Por favor no devuelva los productos a las direcciones arriba indicadas y siga los pasos descritos en el párrafo "¿Qué debe hacer?".

Garantie limitée de Seagate

Que couvre cette garantie limitée ?

La présente garantie limitée couvre tous les défauts de conception ou de fabrication du nouveau produit Seagate auquel cette garantie limitée est jointe. Seuls les consommateurs achetant ce produit auprès d'un distributeur ou revendeur Seagate agréé peuvent bénéficier de la présente garantie limitée.

Quelle est la durée de cette garantie ?

La durée de garantie de votre produit correspond à la période indiquée sur son emballage. Veuillez vous reporter au carton du produit ou au guide de démarrage rapide pour connaître la période de garantie applicable au produit en question. Vous pouvez également vous rendre sur le site <http://www.seagate.com/retailwarranty/> pour connaître la durée de garantie d'un produit et déterminer les éventuelles limitations de la garantie liées à l'utilisation. Si le produit a été acheté dans un état membre de la l'Espace économique européen, vous bénéficiez des conditions de garantie durant la plus longue des périodes suivantes : la durée de garantie applicable au produit ou une période de deux (2) ans. La durée de garantie de tous les composants autres que le produit principal est de quatre-vingt-dix (90) jours à compter de la date de votre achat (justifiée par une preuve d'achat) ou de deux (2) ans si le produit a été acheté dans un état membre de l'Espace économique européen.

Qu'est-ce qui n'est pas couvert par cette garantie ?

La présente garantie limitée ne couvre pas les problèmes causés par (a) l'utilisation du produit à des fins commerciales, les accidents, l'emploi abusif, la négligence, les chocs, les décharges électrostatiques, la démagnétisation, la chaleur ou l'humidité au-delà des spécifications du produit, une installation impropre, l'exploitation, la maintenance ou la modification, (b) toute mauvaise utilisation contraire aux instructions du guide de l'utilisateur, (c) la perte des mots de passe ou (d) les dysfonctionnements causés par d'autres équipements. La présente garantie limitée est nulle si un produit est retourné sans son étiquette, si son étiquette a été endommagée ou altérée ou encore si le produit a lui-même été altéré (y compris le retrait non autorisé de tout composant ou couvercle externe). La garantie limitée ne couvre pas la perte de données – sauvegardez régulièrement le contenu de votre lecteur sur un support de stockage distinct. En outre, les dommages consécutifs, les dommages incidents, les coûts liés à la récupération des données, à la suppression et à l'installation ne sont pas couverts par la présente garantie.

Que devez-vous faire ?

Vous pourrez uniquement bénéficier de la garantie si votre réclamation est établie conformément aux conditions prévues par les présentes pour un produit spécifique et si vous respectez la procédure de retour du produit qui y est décrite. Pour actionner la présente garantie, vous devez contacter un centre de service Seagate agréé ou consulter le site www.seagate.com pour plus d'informations sur le support client dans votre pays. Vous pouvez également obtenir des informations sur la localisation des centres de service Seagate agréés et accéder à l'annuaire automatisé de service clients de Seagate en composant le +1-800-SEAGATE. Si vous appelez d'un autre pays que les États-Unis, composez le +1-405-324-4770. Une fois qu'un centre de service agréé ou que Seagate aura estimé qu'une réparation ou un remplacement de votre produit est nécessaire, vous devrez donner vos nom, adresse, numéro de téléphone, adresse électronique, ainsi que le numéro de série du produit concerné. Il vous sera ensuite délivré un Numéro de Demande de Retour (NDR), lequel devra être utilisé

pour retourner le produit à Seagate. Le produit doit être retourné à Seagate correctement emballé dans son emballage d'origine (ou dans un emballage assurant une protection équivalente à l'emballage d'origine) et envoyé, frais de port payés d'avance, via un mode d'expédition permettant de suivre le colis, à l'adresse qui vous aura été donnée au moment de la réception de votre Numéro de Demande de Retour. En plus des sauvegardes régulières auxquelles vous aurez procédé, sauvegardez si possible vos données avant d'envoyer le lecteur en réparation, le produit que vous enverrez à Seagate ou à un prestataire de service agréé ne vous étant pas retourné par la suite. Des informations complémentaires sur la sauvegarde du contenu de votre lecteur sont disponibles sur www.seagate.com.

Que fera Seagate ?

Si Seagate autorise le retour de votre produit à Seagate ou un prestataire de services agréé, Seagate s'engage à remplacer votre produit gratuitement par un produit aux fonctionnalités équivalentes. Seagate peut remplacer votre produit par un produit déjà utilisé, réparé et testé pour répondre aux spécifications de Seagate. Seagate paiera les frais d'expédition du produit de remplacement. En retournant votre produit en vue de son remplacement, vous acceptez d'en transférer la propriété d'origine à Seagate. Seagate ne vous retournera pas le produit d'origine. La récupération des données n'est pas couverte par la présente garantie limitée et ne fait donc pas partie de la procédure de réparation ou d'échange. Si vous souhaitez que des données soient récupérées sur votre lecteur, Seagate propose un service distinct moyennant le paiement d'une redevance supplémentaire. Seagate garantit que les produits réparés ou remplacés sont couverts pendant la plus longue des périodes suivantes : (i) le reste de la période de garantie du produit d'origine ou (ii) 90 jours.

De quel État relève le droit applicable à la garantie ?

Les lois de l'État de Californie, États-Unis, régissent la présente garantie limitée. Ces lois vous donnent des droits légaux spécifiques. Vous pouvez disposer également d'autres droits qui varient d'un État à l'autre. La présente garantie limitée n'affecte pas les droits supplémentaires dont vous pouvez bénéficier au titre des lois de votre pays concernant la vente de biens de consommation, y compris, notamment, les lois nationales transposant la Directive 99/44/CE. Certains États ne permettent pas l'exclusion ou la limitation des dommages incidents ou consécutifs ; dans ce cas, les limitations ou exclusions prévues à la présente garantie limitée peuvent ne pas vous être applicables.

Quelles sociétés Seagate Technology mettent en œuvre la présente garantie limitée ?

La société Seagate qui vous accorde la présente garantie limitée dépend de l'endroit où vous avez acheté le produit :

États-Unis et Amériques : Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, États-Unis

Europe, Moyen-Orient, Afrique : Seagate Technology International, Koelhovenlaan 1, 1119 NB Schiphol-Rijk, Pays-Bas

Asie Pacifique : Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapour 569877

Nous vous remercions de ne pas retourner les produits aux adresses ci-dessus mais de suivre les règles décrites à l'article « Que devez-vous faire ? ».

Che cosa copre questa garanzia limitata?

La presente garanzia limitata copre qualsiasi difetto nei materiali o nella lavorazione del nuovo prodotto Seagate accompagnato dalla presente garanzia limitata. Solo i consumatori che hanno acquistato questo prodotto Seagate presso un venditore al dettaglio o un rivenditore autorizzato Seagate avranno diritto alla copertura ai sensi della presente garanzia limitata.

Quanto dura la copertura?

Il periodo di garanzia per questo prodotto corrisponde a quello indicato sulla confezione. Consultare la confezione del prodotto oppure la guida introduttiva per identificare il periodo di garanzia valido per il prodotto. A questo scopo, oltre che per verificare la presenza di limitazioni basate sull'uso, è inoltre possibile visitare il sito Web <http://www.seagate.com/retailwarranty/>. Se l'acquisto è avvenuto in uno Stato membro dello Spazio Economico Europeo, il prodotto sarà coperto dalla garanzia più duratura applicabile oppure per due (2) anni. Il periodo di garanzia per tutti i componenti diversi dal prodotto principale è di novanta (90) giorni dalla data di acquisto documentata o due (2) anni se l'acquisto è avvenuto in uno Stato membro dello Spazio Economico Europeo.

Che cosa non copre questa garanzia limitata?

La presente garanzia limitata non copre i problemi causati da (a) uso commerciale, incidente, abuso, negligenza, shock, scarica elettrostatica, smagnetizzazione, calore o umidità superiori rispetto alle specifiche del prodotto, installazione, funzionamento, manutenzione o modifiche improprie; o (b) qualsiasi uso contrario alle istruzioni contenute nel manuale utente; o (c) perdita di password; o (d) malfunzionamenti causati da altri strumenti. La presente garanzia limitata è nulla se un prodotto viene reso con etichette rimosse, danneggiate o manomesse, o con qualsiasi altra modifica (compresa la rimozione non autorizzata di qualsiasi componente o copertina esterna). La presente garanzia limitata non copre la perdita di dati – si consiglia di eseguire regolarmente il back-up della sua unità su un supporto di memorizzazione separato. Non sono inoltre coperti dalla presente garanzia i danni consequenziali, incidentali e i costi connessi con il ripristino, la rimozione e l'installazione dei dati.

Che cosa deve fare?

Seagate fornirà la garanzia solo ove la richiesta di copertura sia conforme ai termini della presente dichiarazione di garanzia limitata e sia rispettata la speciale procedura per la restituzione. Per richiedere il servizio di garanzia la preghiamo di contattare un centro di assistenza autorizzato Seagate o di fare riferimento al sito www.seagate.com per maggiori informazioni relative al servizio clienti nella sua giurisdizione. È possibile ottenere informazioni relative ai centri di assistenza autorizzati Seagate e ottenere l'accesso automatico al servizio clienti chiamando il numero +1-800-SEAGATE. Le chiamate non provenienti dagli Stati Uniti possono avere accesso a questo servizio dal numero +1-405-324-4770. Quando il centro di assistenza autorizzato Seagate ritiene che una riparazione o sostituzione sia necessaria, le sarà richiesto di fornire nome, indirizzo, numero telefonico, e-mail e numero seriale del prodotto e quindi sarà emesso un Numero d'Ordine per la Restituzione che dovrà essere utilizzato per la restituzione del prodotto a Seagate. Il prodotto restituito a Seagate dovrà essere propriamente imballato nella confezione originale (o in una confezione che garantisca una protezione del prodotto equivalente a quella fornita dalla confezione originale) ed inviato, con spese di

invio prepagate e mediante utilizzo di un sistema di spedizione che garantisca il monitoraggio della spedizione, all'indirizzo fornito al momento della ricezione del suo Numero d'Ordine per la Restituzione. Oltre al regolare back-up, ove possibile, le consigliamo di effettuare il back-up dei suoi dati prima di restituire la sua unità poiché il prodotto restituito a Seagate o ad un centro di assistenza autorizzato non le sarà restituito. Ulteriori informazioni circa il back-up dei contenuti della sua unità possono essere trovate sul sito www.seagate.com.

Che cosa farà Seagate?

Se Seagate la autorizza alla restituzione del suo prodotto a Seagate o ad un centro di assistenza autorizzato, Seagate sostituirà il suo prodotto gratuitamente con un prodotto avente funzionalità equivalente. Seagate potrà sostituire il suo prodotto con un prodotto che è stato precedentemente usato, riparato e testato in modo da rispettare le specifiche Seagate. Seagate supporterà le spese per l'invio del prodotto sostitutivo. Inviando il prodotto per la sostituzione, lei accetta di trasferire la proprietà sul prodotto originale a Seagate. Seagate non le restituirà il suo prodotto originale. Il ripristino dei dati non è coperto dalla presente garanzia limitata e non è parte del processo di riparazione o sostituzione. Se desidera che venga effettuata l'attività di ripristino dei dati sulla sua unità, tale attività, fornita da Seagate, costituisce un servizio separato ad un costo addizionale. Seagate garantisce che i prodotti riparati o sostituiti sono coperti per una durata uguale a quella maggiore fra la rimanente durata della garanzia del prodotto originale ovvero 90 giorni.

Come si applica la legge dello Stato?

La presente garanzia limitata è soggetta alle leggi dello Stato della California, USA. Questa fornisce specifici diritti, ma è possibile che lei abbia ulteriori diritti che variano da stato a stato. La presente garanzia limitata non incide su quegli ulteriori diritti che le sono riconosciuti in base alla legge in materia di vendita di beni di consumo applicabile nella sua giurisdizione, incluse, senza limitazione, le leggi nazionali di attuazione della Direttiva Comunitaria 99/44. Alcuni stati non consentono l'esclusione o la limitazione dei danni incidentali o consequenziali; in tal caso le limitazioni o esclusioni previste in questa dichiarazione di garanzia limitata potrebbero non trovare applicazione nei suoi confronti.

Quale società Seagate Technology sta fornendo questa garanzia limitata?

La società Seagate che offre la presente garanzia limitata dipende dal luogo dove il prodotto è stato acquistato:

Stati Uniti & Americhe: Seagate Technology LLC,
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europa, Medio Oriente, Africa: Seagate Technology International,
Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

Asia-Pacifico: Seagate Singapore International Headquarters
Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

La preghiamo di non restituire i prodotti agli indirizzi sopra indicati, ma di seguire la procedura descritta nel paragrafo "Che Cosa Deve Fare?".

ما الذي ستفعله سيغيث؟

إذا صرحت لك سيغيث بترجيع منتجك إلى سيغيث أو إلى مركز خدمة معتمد، ستقوم سيغيث باستبدال ذلك المنتج بمنتج بديل متكافئ وطيفياً للمنتج الأصلي بدون أية تكلفة. ويجوز لسيغيث استبدال منتجك بمنتج تم استعماله من قبل لم تصلحه ثم اختياره لضمان مطابقتها لمواصفات سيغيث. وستحصل سيغيث تكلفة شحن المنتج البديل إليك. وما يجب إعلامك به أنه بإرسالك المنتج لاستبداله فإنك توافق على نقل ملكية المنتج الأصلي إلى سيغيث، وأن سيغيث لن تعيد منتجك الأصلي إليك. وبالإضافة إلى ذلك فإن استعادة البيانات ليست مغطاة تحت هذا الضمان المحدود ولا تعتبر جزءاً من عملية التصليح أو التبديل. فإذا كنت تريد إجراء عملية استعادة بيانات على المسير الخاص بك فتتبع لك سيغيث هذه الإمكانية كخدمة منفصلة وبتكلفة إضافية. علاوة على ذلك فإن سيغيث تضمن بأن المنتجات التي يتم تصليحها أو استبدالها مغطاة إما للمدة المتبقية لضمان المنتج الأصلي أو لفترة تسعين (90) يوماً أيهما الأكبر.

كيف يطبّق قانون الولاية؟

تحمك هذا الضمان المحدود قوانين ولاية كاليفورنيا والولايات المتحدة الأمريكية. فإلّا تعطي لك حقوقاً قانونية محددة، كما يجوز أن تكون لك حقوق أخرى تختلف من ولاية إلى أخرى. وهذا الضمان المحدود لا يؤثر على أية حقوق إضافية تتمتع بها بمقتضى قوانين دولتك والتي تحكم بيع السلع الاستهلاكية، بما في ذلك على سبيل المثال لا الحصر، القوانين الوطنية المنفذة لتوجيه الجماعة الأوروبية رقم 44/99، كما أن بعض الولايات لا تسمح باستثناء أو تحديد الأضرار العرضية أو النجاسة، وبالتالي فإن الاستثناءات أو التعديلات الواردة في هذا الضمان المحدود قد لا تطبّق عليك.

من هي شركات سيغيث للتكنولوجيا التي تقدم هذا الضمان المحدود؟

لمعرفة من هي الشركة التابعة لسيغيث التي تقدّم هذا الضمان المحدود فذلك يتوقف على مكان شرائك للمنتج:

الولايات المتحدة والأمريكيتان: شركة سيغيث للتكنولوجيا، شركة ذات مسؤولية محدودة، الولايات المتحدة الأمريكية:
South De Anza Boulevard, Cupertino, CA 95014, USA 10200

أوروبا، الشرق الأوسط، إفريقيا: شركة سيغيث للتكنولوجيا الدولية، هولندا:

Koollhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands
آسيا ومنطقة الباسيفيك: سيغيث سنغافورة للقرن الدولي الخاصة المحدودة، سنغافورة:
7000 Ang Mo Kio Avenue S, Singapore 569877

الرجاء عدم ترجيع أية منتجات إلى التعاون المذكورة أعلاه ولكن اتبع القواعد المشروحة في الفقرة أعلاه ذات العنوان: "ما الذي يجب أن تفعله أنت؟"

ما الذي يغطيه هذا الضمان المحدود؟

هذا الضمان المحدود يغطي أية عيوب في المادة أو المصنعية في منتج سيغيث الجديد الذي يرافق هذا البيان بضمان المحدود. ويجوز فقط للمستهلكين الذين اشتروا هذا المنتج من بائع تجزئة أو بائع مفروق معتمد لشركة سيغيث الحصول على التغطية بمقتضى هذا الضمان المحدود.

ما هي مدة الضمان؟

فترة الضمان لهذا المنتج هي عبارة عن الفترة الزمنية المشار إليها على عبوة المنتج الخاص بك، لذا يرجى فحص عبوة المنتج أو الإلقاء نظرة سريعة على دليل البداية السريعة للاطلاع على فترة سريان الضمان. كما يمكنك أيضاً الدخول على الموقع الإلكتروني <http://www.seagate.com/retailwarranty/> للحصول على فترة استمرار الضمان للمنتج، وتحدد ما إذا كان هناك قيوداً تعتمد على الاستخدام. وإن كنت قمت بشراء المنتج من أحد الدول الأوروبية الأعضاء في المنطقة الاقتصادية الأوروبية فإنك ستحصل على فترة ضمان أطول تستمر لمدة عامين (2). وتحدد الإشارة إلى أن فترة ضمان كافة مكونات المنتج معامدا المنتج الرئيسي هي حوالي (90) يوماً من تاريخ الشراء الموثق أو لمدة عامين (2) إن قمت بشراء المنتج من أحد الدول الأوروبية الأعضاء في المنطقة الاقتصادية الأوروبية.

ما الذي لا يغطيه هذا الضمان المحدود؟

هذا الضمان المحدود لا يغطي أية مشكلة يكون سببها الآتي: (أ) الاستعمال التجاري، الحوادث، سوء الاستعمال، الإهمال، الصدمة، التصريف الكهروستاتيكي، أو إزالة المغنطة، أو الحرارة أو الرطوبة التي تتجاوز مواصفات المنتج، أو التركيب، التشغيل، الصيانة أو التعديل غير السليم؛ أو (ب) أي سوء استعمال يكون مخالفاً للتعليمات الواردة في كتيب المستخدم؛ أو (ج) كلمات السر المفقودة؛ أو (د) الأعطال التي تسببها معدات أخرى. وسيعتبر هذا الضمان المحدود لاغٍ إذا ترجع المنتج والورقات الملتصقة عليه منزوعة أو تالفة أو متلاعب بها، أو حصلت فيه أية تعديلات (بما في ذلك القيام بشكل غير مصرح به بإزالة أي جزء منه أو غطائه الخارجي). كما لا يغطي هذا الضمان أي فقدان للبيانات - يجب أن تقوم بصورة دورية بحفظ محتويات المسير الخاص بك في وسط تخزين منفصل. بالإضافة إلى ذلك فإن الأضرار الناجمة، والأضرار العرضية، والتكاليف المرتبطة باستعادة البيانات والإزالة والتركيب، غير قابلة للاسترداد بمقتضى هذا الضمان.

ما الذي يجب أن تفعله أنت؟

لن توفر سيغيث أية تغطية بمقتضى الضمان ما لم تكن مطالباتك ممثلة لجميع الشروط المنصوص عليها في هذا الضمان المحدود وتتبع أنت إجراءات الترجيع الصحيحة. ولطلب خدمة الضمان يمكنك الاتصال بمركز خدمة معتمد تابع لشركة سيغيث أو مراجعة الموقع التالي: www.seagate.com للمزيد من المعلومات المتعلقة بدعم العملاء داخل دولتك. كما يمكنك الحصول على المعلومات المتعلقة بآمان مراكز الخدمة المعتمدة التابعة لشركة سيغيث والوصول إلى دليل خدمة العملاء الإلكتروني التابع لشركة سيغيث وذلك بالاتصال على الرقم 1-800-SEAGATE (+1-800-7342833). وعند الاتصال من خارج الولايات المتحدة فيمكنك الوصول إلى هذه الخدمة بطلب الرقم 1-405-324-4770. وبمجرد أن يقرر مركز الخدمة المعتمد أو سيغيث بأن الأمر يتطلب إجراء تصليح أو استبدال سيُطلب منك إعطاء اسمك وعنوانك ورقم هاتفك وبريدك الإلكتروني والرقم المسلسل للمنتج. وبعد ذلك سيصدر لك رقم أمر ترجيع لاستخدامه عند ترجيع المنتج إلى سيغيث. يجب أن يكون المنتج الذي يتم ترجييعه إلى سيغيث مغلفاً بالشكل الصحيح في عبئته الأصلية (أو التغليف الذي يوفر للمنتج وقاية مماثلة ما يوفرهها له التغليف الأصلي). وبعد ذلك يتم إحضاره إلى العنوان المقدم لك مع حصولك على رقم أمر الترجيع. على أن يتم الشحن عن طريق وسيلة شحن تسمح بتتبع شحناتك مع دفع رسوم الشحن مقدماً. وبالإضافة إلى ما تقوم به من حفظ البيانات بصورة منتظمة كإجراء احتياطي، ينبغي إذا أمكن حفظ بياناتك احتياطياً قبل ترجيع أي مسير، وذلك لأن المنتج الذي ترسله إلى سيغيث أو أي مركز خدمة معتمد لن يعاد إليك. وللمزيد من المعلومات عن حفظ محتويات مسيرك احتياطياً فيمكنك الحصول عليها بالموافق www.seagate.com.

Waarom strekt deze beperkte garantie zich uit?

Deze beperkte garantie betreft uitsluitend materiaal- of fabricagegebreken in de nieuwe Seagate-producten, waarbij deze garantietekst is verschaft. Deze beperkte garantieverklaring is uitsluitend van toepassing voor consumenten die dit Seagate product hebben aangeschaft bij een geautoriseerde Seagate wederverkoper of detailist.

Hoe lang geldt deze beperkte garantie?

De garantieperiode voor uw product is de tijd die aangegeven wordt als onderdeel van de productverpakking. Raadpleeg de doos of snelstartgids voor de toepasselijke garantieperiode voor het product. U kunt ook naar <http://www.seagate.com/retailwarranty/> gaan om de lengte van de garantieperiode te bepalen en te zien of er gebruikgebaseerde beperkingen gelden. Als u het product hebt aangeschaft in een lidstaat van de Europese Economische Ruimte, geldt de langste toepasselijke productgarantieperiode of twee (2) jaren. De garantieperiode voor alle componenten die niet het hoofdproduct zijn, is negentig (90) dagen te rekenen vanaf de schriftelijk vastgelegde aankoopdatum of twee (2) jaren.

Waarvoor geldt deze beperkte garantie niet?

Deze garantie is niet van toepassing op enig probleem veroorzaakt door (a): commercieel gebruik; ongeluk; misbruik; nalatigheid; schok; elektrostatische ontlading; demagnetisatie, hitte of vochtigheid buiten hetgeen vermeld in de productspecificaties; onjuiste installatie; gebruik; onderhoud of aanpassing; of (b) ieder onjuist gebruik in strijd met de instructies in de gebruikershandleiding; of (c) kwijtgeraakte toegangscode(s); of (d) storingen veroorzaakt door andere apparatuur. Deze beperkte garantieverklaring is nietig wanneer een product wordt teruggezonden met verwijderde, beschadigde of gewijzigde labels of andere veranderingen (inclusief ongeoorloofde verwijdering van een onderdeel of omhulsel). De beperkte garantie dekt geen verlies van gegevens - u dient regelmatig een back-up te maken van de inhoud van uw drive (harde schijf) op een afzonderlijke gegevensdrager. Bovendien aanvaarden wij onder deze garantie geen aansprakelijkheid voor enige vorm van gevolgschade (daaronder begrepen winst- en/of inkomensverlies); noch voor kosten gemaakt in verband met het recupereren, de verwijdering en/of de (her-)installatie van data.

Wat moet u doen?

Seagate verschaft u geen dekking onder deze verklaring, tenzij uw garantieclaim in overeenstemming is met alle bepalingen in deze beperkte garantieverklaring en u de van toepassing zijnde retournering procedures correct naleeft. Teneinde een dienst onder een garantie te verkrijgen, dient u contact op te nemen met een geautoriseerd Seagate service centrum; dan wel kunt u kijken op www.seagate.com voor nadere informatie betreffende klantenondersteuning in uw jurisdictie. U kunt ook informatie betreffende de locatie van geautoriseerde Seagate service centra en toegang tot de automatische klantenservice overzichten verkrijgen door het telefoonnummer +1-800-SEAGATE te bellen. Bellers van buiten de Verenigde Staten kunnen deze dienst bereiken door het nummer +1-405-324-4770 te bellen. Zodra een geautoriseerd Seagate service centrum of Seagate vaststelt dat reparatie of vervanging is vereist, zult u een verzoek ontvangen de volgende gegevens te verschaffen: uw naam, adres, telefoonnummer, e-mailadres en product serienummer. Vervolgens zal u een 'Return Order Number' worden verstrekt. U dient dit nummer te vermelden bij het retourneren van het product aan Seagate. Producten die u aan Seagate retourneert, dienen correct

te zijn verpakt in de originele verpakkingen (dan wel de verpakking met bescherming gelijk aan de oorspronkelijke verpakking) en dient te worden verzonden, waarbij u de verzendkosten hebt betaald, aan het adres dat is vermeld bij de verstrekking van het Return Order Number. De wijze van verzenden dient te voorzien in de mogelijkheid van het volgen (tracking) van het poststuk. Naast de back-ups die u met regelmaat maakt, dient u, voor zover mogelijk, aanvullende back-ups van data te maken voordat u de drive terugstuurt, aangezien het product dat u aan Seagate of een geautoriseerd Seagate service centrum stuurt, niet aan u wordt geretourneerd. Nadere informatie over het maken van een back-up van de data op uw drive kunt u vinden op www.seagate.com.

Wat doet Seagate?

Indien Seagate u toestemming verleent om uw product aan Seagate of een geautoriseerd Seagate service centrum te retourneren, zal Seagate uw product kosteloos vervangen door een vervangingsproduct dat functioneel equivalent is. Het is Seagate toegestaan uw product te vervangen door een product dat al eerder is gebruikt, gerepareerd en getest op de Seagate specificaties. Seagate betaalt de verzendkosten van het vervangende product. Door het product ter vervanging in te zenden, stemt u in met de eigendomsoverdracht van het originele product aan Seagate. Seagate zal het originele product niet aan u retourneren. Het herstellen van data valt niet onder deze beperkte garantieverklaring en maakt evenmin deel uit van de reparatie of de inwisselprocedure. Indien u dataherstel op de drive wenst, is deze dienst tegen vergoeding afzonderlijk leverbaar door Seagate. Seagate verklaart dat gerepareerde of vervangen producten zijn gedekt voor de resterende looptijd van de oorspronkelijke productgarantie of 90 dagen, indien dat langer is.

Welk recht is van toepassing?

Het recht van de staat Californië, Verenigde Staten, is van toepassing op deze beperkte garantieverklaring. Onder dit recht hebt u specifieke rechten. Deze beperkte garantie beoogt niet aanvullende rechten, die u eventueel toekomen onder het recht van uw jurisdictie betreffende de verkoop van consumentengoederen, daaronder begrepen wetgeving ter implementatie van EG Richtlijn 99/44, opzij te zetten. Sommige jurisdicties staan de uitsluiting van aansprakelijkheid voor bepaalde schade (bijvoorbeeld gevolgschade) niet toe, en derhalve kan de hierboven in deze beperkte garantieverklaring vermelde uitsluiting in dat geval op u niet van toepassing zijn.

Welke Seagate Technology entiteiten verstrekken deze beperkte garantie?

Afhankelijk van waar u het product hebt aangeschaft, verstrekt de volgende Seagate entiteit de in deze verklaring vastgelegde beperkte garantie:

Noord- en Zuid-Amerika: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europa, Midden-Oosten, Afrika: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Nederland

Azië: Seagate Singapore International Headquarters Pte. Ltd, 7000 Ang Mo Kio Avenue 5, Singapore 569877

Wilt u s.v.p. niet de producten terugzenden naar de hierboven vermelde adressen, maar in plaats daarvan de aanwijzingen volgen die staan vermeld in de paragraaf "Wat moet u doen?"

Hva omfattes av denne begrensede garantien?

Denne begrensede garantien dekker enhver materialfeil av det nye Seagate-produktet som følger med denne begrensede garantien. Bare forbrukere som kjøper dette produktet fra en autorisert Seagate-forhandler eller videreforhandler kan få dekning under denne begrensede garantien.

Hvor lenge gjelder garantien?

Garantiperioden for dette produktet er tiden som er indikert på produktforpakningen. Sjekk produktesken eller den korte bruksanvisningen for hvilken garantiperiode som gjelder for ditt produkt. Du kan også gå til <http://www.seagate.com/retailwarranty/> for å finne ut av varigheten til garantiperioden og om det finnes noen brukerbaserte begrensninger. Hvis produktet er kjøpt i et av medlemslandene i Det europeiske økonomiske samarbeidsområdet får du en lengre gjeldende garantiperiode eller to (2) år. Garantiperioden for alle komponenter utenom hovedproduktet er på nitti (90) dager fra dokumentert kjøpsdato eller to (2) år hvis produktet er kjøpt i et av medlemslandene i Det europeiske økonomiske samarbeidsområdet.

Hva omfattes ikke av denne garantien?

Denne begrensede garantien dekker ikke problemer som følger av a) kommersielt bruk, uhell, misbruk, vanskjøtsel, sjokk, elektrostatisk utladning, avmagnetisering, varme eller fuktighet utover det angitt i produktspesifikasjonen, feilaktig installasjon, bruk, vedlikehold eller modifisering; eller b) ethvert misbruk som strider mot instruksjonene i brukerhåndboken; eller c) mistet passord; eller d) maskinsvikt forårsaket av annet utstyr. Denne begrensede garantien er ugyldig dersom et produkt leveres tilbake med etiketter som er fjernet, skadet eller endret, eller med andre endringer (inkludert uautorisert fjerning av komponenter eller utvendig deksel). Denne begrensede garantien dekker ikke tapte data – ta regelmessig sikkerhetskopier av innholdet på din harddisk til et eget lagringsmedium. Indirekte skader/tap; tilfeldige skader/tap; og kostnader knyttet til gjenoppretting av data, fjerning, og installering dekkes ikke under denne garantien.

Hva må du gjøre?

Seagate gir ikke dekning under garantien med mindre ditt krav er i samsvar med alle vilkårene i denne begrensede garantien, og at du følger riktig prosedyre for returnering. For å kreve service under garantien, kontakt et autorisert Seagate tjenestesenter eller gå til www.seagate.com for mer informasjon vedrørende kundedøtten innen din jurisdiksjon. Du kan også få informasjon om hvor autoriserte Seagate tjenestesentre befinner seg og få tilgang til Seagate automatiske kundeservice-katalog ved å ringe +1-800-SEAGATE. Innringer utenfor USA kan nå denne tjenesten ved å ringe +1-405-324-4770. Så snart et autorisert tjenestesenter eller Seagate avgjør at en reparasjon eller omlevering er påkrevd vil du bli bedt om å oppgi navn, adresse, telefonnummer, e-post og produktets fabrikkasjonsnummer, og deretter bli tildelt et Retur Ordre Nummer (RON) som du skal benytte når produktet returneres til Seagate. Produktet som returneres til Seagate må være riktig innpakket i den originale pakning (eller pakning som gir produktet tilsvarende beskyttelse som den originale pakningen) og, etter at forsendelseskostnader er forhandsbetralt for en forsendelsesmetode med mulighet for å sporing av pakken, sendt til den adresse som ble gitt da du mottok ditt Retur Ordre Nummer. I tillegg til alminnelige sikkerhetskopier, sørg for om mulig å ta sikkerhetskopier av dine data for å returnere harddisken, ettersom produktet du sender

til Seagate eller en autorisert tjenestesenter ikke vil returneres til deg. Ytterligere informasjon om hvordan du kan ta en sikkerhetskopier av din harddisk finnes på www.seagate.com.

Hva vil Seagate gjøre?

Dersom Seagate godkjenner at du returnerer produktet til Seagate eller til en autorisert tjenestesenter, vil Seagate kostnadsfritt erstatte ditt produkt med et funksjonelt tilsvarende produkt. Seagate kan erstatte ditt produkt med et produkt som tidligere har vært i bruk, og som er reparert og testet for å tilfredsstille Seagates spesifikasjoner. Seagate vil betale for å sende det omleverte produktet til deg. Ved å sende et produkt for omlevering aksepterer du å overføre eiendomsretten til det originale produktet til Seagate. Seagate vil ikke returnere det originale produktet til deg. Gjenoppretting av data er ikke dekket under denne begrensede garantien er ikke en del av reparasjons- eller omleveringsprosessen. Dersom du ønsker at gjenoppretting av data skal foretas på din harddisk, er dette tilgjengelig fra Seagate som en separat tjeneste som ytes for en ekstra kostnad. Seagate garanterer at reparerte eller omleverte produkter er dekket for den periode som er lengst av enten resten av den opprinnelige produktgaranti eller for 90 dager.

Hvordan gjelder statlig rett?

Denne begrensede garanti reguleres av lovene i staten California, USA. Den gir deg spesielle juridiske rettigheter, og du kan også ha andre rettigheter som kan variere fra stat til stat. Denne begrensede garantien påvirker ikke de tilleggsrettigheter du har i henhold til de forbrukerkjøpsregler som gjelder i din jurisdiksjon, inkludert, men ikke begrenset til nasjonale lover som implementerer EU direktiv 99/EF. Noen stater tillater ikke unntak eller begrensning for tilfeldig tap/skade eller følgetap/følgeskader, så begrensningene eller unntakene i denne begrensede garantien gjelder kanskje ikke for deg.

Hvilke Seagate Technology selskaper tilbyr denne begrensede garantien?

Hvilke Seagate-selskaper som tilbyr denne begrensede garantien avhenger av hvor du kjøpte produktet:

USA & det amerikanske kontinent: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europa, Møstøsten, Afrika: Seagate Technology International, Koohlovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

Asia: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Vær vennlig å ikke returnere produkter til de adresser som er opplyst over, men følg de regler som er beskrevet under "Hva må du gjøre?"

Co obejmuje niniejsza ograniczona gwarancja?

Niniejsza ograniczona gwarancja obejmuje wszelkie wady materiałowe i produkcyjne w nowych produktach Seagate oferowanych wraz z niniejszym oświadczeniem o ograniczonej gwarancji. Ochrona wynikająca z tytułu niniejszej ograniczonej gwarancji będzie przysługiwała jedynie tym konsumentom, którzy zakupią niniejszy produkt u autoryzowanego sprzedawcy detalicznego lub dystrybutora produktów Seagate.

Jaki jest okres obowiązywania?

Informacja o okresie gwarancji na ten produkt znajduje się w opakowaniu. Aby sprawdzić okres gwarancji na produkt, należy odwołać się do informacji podanych na pudełku lub w poradniku szybkiego startu. Informację o długości okresu gwarancji i ewentualnych ograniczeniach związanych z użytkowaniem można też uzyskać na stronie <http://www.seagate.com/retailwarranty/>. Jeżeli zakupi dokonano w jednym z Krajów Członkowskich Europejskiego Obszaru Gospodarczego, produkt jest objęty gwarancją przez okres podany w opakowaniu lub przez dwa (2) lata, w zależności od tego, który okres jest dłuższy. Okres gwarancji na wszystkie części, z wyłączeniem produktu głównego, wynosi dwadzieścia (20) dni od daty zakupu potwierdzonej dokumentem zakupu lub 2 (dwa) lata, jeżeli zakupi dokonano w jednym z Krajów Członkowskich Europejskiego Obszaru Gospodarczego.

Czego nie obejmuje niniejsza ograniczona gwarancja?

Niniejsza ograniczona gwarancja nie obejmuje jakichkolwiek problemów będących skutkiem (a) wykorzystywania w ramach działalności gospodarczej; wypadku; niewłaściwego użycia; niedbalstwa; wstrząsu; wyładowania elektrostatycznego; rozmagnesowania; wysokiej temperatury lub wilgotności wykraczającej poza specyfikację produktu; nieprawidłowej instalacji, eksploatacji, serwisu lub modyfikacji; lub (b) jakiegokolwiek niewłaściwego używania, sprzecznego z instrukcjami podanymi w podręczniku użytkownika; lub (c) utraty hasła; lub (d) awarii spowodowanych przez inny sprzęt. Niniejsza ograniczona gwarancja jest nieważna w przypadku, gdy produkt został zwrócony z usuniętymi, zniszczonymi lub zmienionymi etykietami lub w przypadku dokonania w produkcie zmian (w tym usunięcia jakiegokolwiek elementu lub obudowy zewnętrznej bez upoważnienia). Niniejsza ograniczona gwarancja nie obejmuje utraty danych – należy na bieżąco tworzyć na oddzielnym nośniku kopie zapasowe zawartości dysku. Niniejsza ograniczona gwarancja nie obejmuje również szkód wynikowych; szkód ubocznych; kosztów związanych z odzyskiem danych, usunięciem oraz instalacją.

Co należy zrobić, aby skorzystać z gwarancji?

Seagate nie uzna gwarancji klienta, jeżeli zgłoszone przez niego roszczenie nie będzie zgodne ze wszystkimi warunkami opisanymi w niniejszym oświadczeniu o ograniczonej gwarancji oraz jeżeli nie dochowa on właściwej procedury zwrotu produktu. Klienci chcący skorzystać z obsługi gwarancyjnej powinni skontaktować się z autoryzowanym centrum serwisowym Seagate lub zasięgnąć dalszych informacji na temat obsługi klientów w ich jurysdykcji odwiedzając witrynę www.seagate.com. Informacje na temat lokalizacji autoryzowanych centrów serwisowych Seagate oraz dostępu do automatycznego działu obsługi klientów Seagate można również uzyskać dzwoniąc pod numer +1-800-SEAGATE. Osoby dzwoniące spoza USA mogą skorzystać z tej usługi dzwoniąc pod numer +1-405-324-4770. W momencie stwierdzenia przez autoryzowane centrum serwisowe lub Seagate, że naprawa lub wymiana jest konieczna, klient zgłaszający awarię zostanie poproszony o podanie nazwiska, adresu, numeru telefonu, adresu poczty elektronicznej (e-mail) oraz numeru seryjnego produktu, a następnie otrzyma

Numer Zamówienia Zwrotnego, który będzie konieczny podczas zwrotu produktu do Seagate. Produkt zwracany do Seagate musi być odpowiednio zapakowany w swoje oryginalne opakowanie (lub opakowanie zapewniające produktowi ochronę odpowiadającą ochronie, jaką zapewnia oryginalne opakowanie) oraz wysłany, wraz z opłaconymi kosztami wysyłki, w sposób umożliwiający śledzenie przesyłki, na adres podany przy wystawianiu Numeru Zamówienia Zwrotnego. Oprócz sporządzania w regularnych odstępach kopii zapasowych należy również w miarę możliwości skopiować dane przed zwrotem dysku, ponieważ produkt wysyłany do Seagate bądź autoryzowanego centrum obsługi nie zostanie zwrócony. Więcej informacji na temat sporządzania kopii zapasowych treści zapisanych na dysku znajduje się na stronie www.seagate.com.

Co robi Seagate w ramach ograniczonej gwarancji?

Jeżeli Seagate wyrazi zgodę na zwrot przez klienta produktu do Seagate bądź autoryzowanego centrum obsługi, Seagate wymieni zwrócony produkt na produkt o równoważnej funkcjonalności bez pobierania z tego tytułu żadnych opłat. Seagate może wymienić zwrócony produkt na produkt, który był już wcześniej używany, naprawiany i przeszedł testy potwierdzające, że spełnia on specyfikację Seagate. Seagate pokryje koszty transportu zamiennego produktu do klienta. Odsyłając produkt w celu jego wymiany klient zgadza się na przeniesienie tytułu własności oryginalnego produktu na Seagate. Seagate nie zwróci klientowi jego oryginalnego produktu. Odzyskiwanie danych nie jest objęte zakresem niniejszej ograniczonej gwarancji i nie jest częścią procesu naprawy lub wymiany. Usługa polegająca na odzyskaniu danych z dysku jest dostępna, ale Seagate świadczy tego rodzaju usługi osobno, za dodatkową opłatą. Seagate gwarantuje, że naprawione lub wymienione produkty będą objęte gwarancją przez dłuższy z następujących okresów: pozostały okres gwarancji na produkt lub 90 dni.

Zakres obowiązywania prawa stanowego?

Niniejsza ograniczona gwarancja podlega prawom obowiązującym w stanie Kalifornia, USA. Prawo to przynajmniej klientom określone uprawnienia. Klientom mogą również przysługiwać inne uprawnienia, w zależności od jurysdykcji. Niniejsza ograniczona gwarancja nie narusza jakichkolwiek dodatkowych praw, które mogą przysługiwać klientowi na podstawie prawa obowiązującego w jego jurysdykcji i mającego zastosowanie do sprzedaży towarów konsumpcyjnych, w tym m.in. międzynarodowych przepisów wykonawczych do Dyrektywy 99/44 Parlamentu Europejskiego i Rady. W niektórych państwach prawo zabrania wyłączenia lub ograniczania odpowiedzialności za szkody uboczne lub wynikowe, dlatego ograniczenia lub wyłączenia przewidziane w niniejszym oświadczeniu o ograniczonej gwarancji mogą nie mieć zastosowania.

Która ze spółek Seagate Technology udziela niniejszej ograniczonej gwarancji?

To, która ze spółek Seagate udziela niniejszej ograniczonej gwarancji, zależy od miejsca zakupu produktu:

USA i Ameryki: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europa, Bliski Wschód, Afryka: Seagate Technology International, Koollhovenlaan 1, 1119 NB Schiphol-Rijk, Holandia

Azja i Pacyfik: Seagate Singapore International Headquarters Pte. Ltd., 2000 Ang Mo Kio Avenue 5, Singapur 569877.

Prosimy o niezwracanie produktów na powyższe adresy, ale stosowanie się do zasad opisanych w punkcie „Co należy zrobić, aby skorzystać z gwarancji?”

Ограниченная гарантия Seagate

На что распространяется данная ограниченная гарантия?

Данная ограниченная гарантия покрывает любые дефекты использованных материалов и недостатки при изготовлении товара Seagate, сопровождаемого настоящим гарантийным письмом. Действие настоящей гарантии распространяется лишь на покупателей, которые приобрели товар у официального розничного продавца или дилера продукции Seagate.

Каков срок предоставляемой гарантии?

Срок гарантии для данного изделия представляет собой тот период времени, который указан на упаковке изделия. Проверьте информацию на упаковке изделия или в кратком справочном руководстве, чтобы выяснить применимый срок гарантии для вашего изделия. Также можно зайти на веб-сайт <http://www.seagate.com/retailwarranty/>, чтобы выяснить продолжительность гарантийного периода и проверить, имеются ли какие-либо ограничения, связанные с использованием изделия. В случае приобретения изделия в государстве Европейской экономической зоны вы получите гарантию на более продолжительный срок, или на два (2) года. Срок гарантии для всех элементов, кроме основного изделия, составляет девяносто (90) дней от документально зафиксированной даты их приобретения, или два (2) года в случае приобретения в государстве Европейской экономической зоны.

На что данная ограниченная гарантия не распространяется?

Настоящая гарантия не распространяется на ущерб, причиненный товару (а) при использовании его в коммерческих целях, вследствие несчастного случая, неправильного использования, ненадлежащего обращения, воздействия электрического или электростатического разряда, размагничивания, жары или влажности, по уровню не совместимых с техническими характеристиками товара, а также в результате ошибок при установке, использовании, обслуживании и текущем ремонте, видоизменении товара; или (б) при эксплуатации с нарушением правил, установленных в инструкции пользователя; или (в) в связи с утерей паролей; или (г) вследствие неисправностей в его работе, вызванных другими устройствами. Ограниченная гарантия не действует, если товар возвращен без этикетки, с поврежденной или фальсифицированной этикеткой или с иными изменениями (включая самовольное удаление одного из компонентов товара или внешней оболочки). Данная ограниченная гарантия не распространяется на случаи потери данных – копируйте содержимое вашего накопителя в отдельное хранилище регулярно. Кроме того, данная ограниченная гарантия не распространяется на косвенный или случайный ущерб и издержки, связанные с восстановлением данных, их изъятием, а также установкой.

Что вы должны предпринять?

Компания Seagate откажет в удовлетворении вашего требования по настоящей ограниченной гарантии, если оно не будет соответствовать всем ее условиям, и вы не будете соблюдать надлежащие процедуры возврата товара. За предоставлением гарантийного обслуживания в США обратитесь в уполномоченный сервисный центр компании Seagate или зайдите на сайт www.seagate.com, чтобы узнать дополнительную информацию, касающуюся обслуживания клиентов в вашем регионе. Вы также можете получить информацию относительно местонахождения уполномоченных сервисных центров компании Seagate и доступ к автоматической справочной по обслуживанию клиентов компании Seagate, позвонив по телефону +1-800-SEAGATE. Абоненты, находящиеся за пределами США, для доступа к сервисному центру Seagate должны позвонить по номеру +1-405-324-4770. В случае если уполномоченный сервисный центр или компания Seagate установит, что необходим ремонт или замена товара, вам потребуется назвать свое имя, адрес, номер телефона, адрес электронной почты и серийный номер товара, и вам будет выдан Номер Заказа Возврата для использования при возврате товара компании Seagate. Товар, который вы возвращаете компании Seagate, должен быть надлежащим образом упакован в оригинальную упаковку (или упаковку, обеспечивающую защиту товара, эквивалентную

оригинальной упаковке) и отправлен по адресу, предоставленному вместе с Номером Заказа Возврата. При этом отправка должна быть осуществлена способом, позволяющим отследить путь следования отправления, с предварительной оплатой сборов за отправку. Дополнительно к копированию данных, осуществляемому на регулярной основе, по возможности скопируйте данные перед тем как вернуть накопитель, так как товар, который вы направите компании Seagate или уполномоченной обслуживающей организации, не будет вам возвращен. Дополнительную информацию по поводу копирования содержимого вашего накопителя можно найти на сайте www.seagate.com.

Что предпримет Seagate?

В гарантийных случаях компания Seagate бесплатно заменит ваш товар эквивалентным по функциональности товаром. Компания Seagate может заменить ваш товар товаром, который ранее был использован, отремонтирован и протестирован, чтобы удовлетворить техническим характеристикам компании Seagate. Компания Seagate оплатит доставку замененного товара. Посыла товар для замены, вы тем самым соглашаетесь передать собственность на изначально приобретенный товар компании Seagate. Компания Seagate не вернет вам товар, отправленный на замену. Данная гарантия не распространяется на восстановление данных, и оно не является частью процесса ремонта или обмена товара. Если вы желаете восстановить данные на вашем накопителе, компания Seagate может предоставить вам эту услугу за дополнительную стоимость. Seagate подтверждает, что на отремонтированные или замененные товары распространяется наиболее длительная из двух следующих гарантий: остаток срока гарантии на изначально приобретенный продукт, либо гарантия сроком 90 дней.

Каким образом на настоящую гарантию влияет национальное законодательство?

Настоящая гарантия регулируется в соответствии с законами штата Калифорния, США. Она предоставляет вам определенные юридические права. Кроме того, вы можете обладать и иными правами, которые различаются в разных штатах/странах. Настоящая ограниченная гарантия не влияет на дополнительные права, которые вы можете иметь по законодательству вашей страны о защите прав потребителя, включая, без ограничения, законодательство, принятое во исполнение Директивы Европейского Сообщества 1999/44/ЕС. Законодательство ряда штатов/стран не допускает исключения либо ограничения случайного и обусловленного особыми обстоятельствами ущерба, и поэтому не исключено, что ограничения или исключения, предусмотренные настоящей гарантией, не распространяются на вас.

Кем предоставляется настоящая ограниченная гарантия?

Компания группы Seagate, предоставляющая настоящую ограниченную гарантию, зависит от региона, где вы приобрели товар:

Для США, Центральной и Южной Америки: компания Seagate Technology LLC, расположенная по адресу 10200 S. De Anza Blvd., Cupertino, CA 95014, USA

Для Европы, Ближнего и Среднего Востока, Африки: компания Seagate Technology International, расположенная по адресу Koollhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

Для Азиатско-Тихоокеанского региона: компания Seagate Singapore International Headquarters Pte. Ltd., расположенная по адресу 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Пожалуйста, не возвращайте товары по адресам, указанным выше, а следуйте правилам, описанным в параграфе «Что вы должны предпринять?».

Seagateen rajoitettu takuu

Mitä tämä Rajoitettu takuu kattaa?

Tämä rajoitettu takuu kattaa tämän rajoitetun takuuliitoituksen mukana toimitetussa uudessa Seagate-tuotteessa esiintyvät mahdolliset materiaali- ja valmistusvirheet. Ainoastaan valtuutetuilla Seagate-jälleenmyyjillä tuotteiden hankkineet kuluttajat ovat oikeutettuja tähän takuuseen.

Kuinka kauan Takuu on voimassa?

Tuotteen takuuaika on ilmoitettu tuotteen pakkauksessa. Katso tuotteeseen sovellettava takuuaika tuotteen laatikosta tai pikaopista. Näet takuuaajan ja mahdolliset käyttöön perustuvat rajoitukset myös osoitteesta <http://www.seagate.com/retailwarranty/>. Tuotteesi takuuaika on sovellettavissa takuuajoista pidempi tai kaksi (2) vuotta, mikäli tuote on ostettu Euroopan talousalueen jäsenvaltiosta. Kaikkien muiden komponenttien paitisi päätuotteen takuuaika on yhdeksänkymmentä (90) päivää tuotteen todistetusta ostopäivästä lukien tai kaksi (2) vuotta, mikäli tuote on ostettu Euroopan talousalueen jäsenvaltiosta.

Mitä tämä Rajoitettu takuu ei kata?

Tämä rajoitettu takuu ei kata virheitä, jotka ovat aiheutuneet (a) kaupallisesta käytöstä, vahingosta, väärinkäytöstä, huolimattomuudesta, voimakaasta iskusta, sähkömagneettisesta purkauksesta, magnetitoimen poistosta, tuotteen ominaisuuksien kannalta liiallisesta kuunnuksesta tai kosteudesta, väärästä asennuksesta, käytöstä, ylläpidosta tai muuntamisesta; tai (b) käyttöoppaan ohjeiden vastaisesti käytöstä; tai (c) kadonneista salasanoina; tai (d) muiden laitteiden aiheuttamista toimintahäiriöistä. Tämä rajoitettu takuu on mitätön, mikäli palautettavan tuotteen merkinnät on poistettu, niitä on vahingoitettu tai muunneltu, taikka mikäli tuotetta on muutoin muuteltu (mukaan lukien jos jokin sen komponentti tai kuori on irrotettu luvattomasti). Tämä takuu ei kata tietojen menetystä – asiakkaan tulee ottaa levyasemallaan olevasta sisällöstä säännöllisesti varmuuskopioita erilliseen tallennusvälineeseen. Tämä takuu ei myöskään kata välillisiä tai satunnaisia vahinkoja eikä tietojen palauttamisesta, poistamisesta ja asennuksesta aiheutuvia kuluja.

Miten asiakkaan tulee menetellä?

Seagate ei myönnä mitään takuusoivakko, ellei asiakkaan korvausvaatimus ole kaikkien tämän rajoitetun takuuliitoituksen sisältämien ehtojen mukainen ja ellei asiakas noudata asianmukaista palautusmenettelyä. Halutessaan takuupalvelua asiakkaan tulee ottaa yhteyttä valtuutettuun Seagaten palvelukeskukseen tai käydä osoitteessa www.seagate.com saadakseen lisätietoa asuinmaansa lakien mukaisesta asiakastuesta. Asiakas voi saada tietoja valtuutettujen Seagaten palvelukeskusten sijaintipaikoista ja ottaa yhteyttä Seagaten automaattiseen asiakaspalveluhakemistoon soittamalla Seagaten maksuttomaan palvelunumeroon +1-800-SEAGATE. Yhdysvaltojen ulkopuolelta soittavat pääsevät tähän palveluun soittamalla numeroon +1-405-324-4770. Kun valtuutettu palvelukeskus tai Seagate toteaa korjauksen tai korvaavan tuotteen olevan tarpeen, asiakkaalta pyydetään hänen nimensä, osoituksensa, puhelinnumeronsa, sähköpostiosoitteensa ja tuotteen sarjanumero ja hänelle annetaan tämän jälkeen Palautusnumero (Return Order Number) käytettäväksi palautettaessa tuotetta Seagatelle. Asiakkaan Seagatelle palauttaman tuotteen on oltava asianmukaisesti pakattu alkuperäispakkauksensa (tai pakkaukseen, joka suojaa tuotetta alkuperäispakkausta vastaavalla tavalla) ja lähetetty lähetyskulut maksettuna ja käytännön kuljetusmenetelmää, joka mahdollistaa lähetyksesi seurannan, osoitteeseen, jonka

asiakas sai vastaanottaessaan Palautusnumeron. Tavanomaisten varmuuskopioiden lisäksi asiakasta kehoitetaan mahdollisuuksien mukaan ottamaan tiedoistaan varmuuskopio ennen levyaseman palauttamista, koska asiakkaan Seagatelle tai valtuutetulle palvelutarjoajalle lähettämää tuotetta ei palauteta asiakkaalle. Lisätietoa levyaseman sisällön varmuuskopiointista on saatavilla osoitteesta www.seagate.com.

Miten Seagate menettelee?

Mikäli Seagate valtuuttaa asiakkaan palauttamaan tuotteensa Seagatelle tai valtuutetulle palvelutarjoajalle, Seagate korvaa asiakkaan tuotteen maksutta toisella tuotteella, jonka toiminnallisuus vastaa korvatun tuotteen toiminnallisuutta. Seagate voi korvata asiakkaan tuotteen toisella aikaisemmin käytetyllä tuotteella, joka on korjattu ja testein todettu täyttävän Seagaten spesifikaatiot. Seagate vastaa korvaavan tuotteen toimittamisesta aiheutuvista kustannuksista. Lähettämällä tuotteen korvattavaksi toisella asiakas sitoutuu luovuttamaan alkuperäisen tuotteen omistusoikeuden Seagatelle. Seagate ei palauta asiakkaalle hänen alkuperäistä tuotettaan. Tietojen palauttaminen ei kuulu tämän rajoitetun takuun piiriin eikä ole osa korjaus- tai vaihtomenettelyä. Mikäli asiakas haluaa tietojensa palauttamista levyasemalleen, Seagate huolehtii siitä lisämaksusta erillisellä palvelulla. Seagate takaa, että korjattuja tai korvattuja tuotteita koskeva takuu on voimassa joko alkuperäisen tuotteen jäljellä olevan takuuaajan tai 90 päivää sen mukaan, kumpi näistä on pidempi. Seagate maksaa korvaavan levyaseman lähetyskulut. Seagate hyviittää asiakkaan lähetyskulut, mikäli asiakas hankkii Seagatelta etukäteisen hyväksynnän ennen kulujen aiheutumista ja mikäli asiakkaalla on pätevä takuuvaade tämän takuun ehtojen ja määräysten mukaisesti.

Miten lakia sovelletaan?

Tämän rajoitetun takuuseen sovelletaan Yhdysvaltojen Kalifornian osavaltion lakeja. Ne antavat asiakkaalle määrättyjä oikeuksia, joiden lisäksi asiakkaalla voi olla muita osavaltioita oikeuksia. Tämä rajoitettu takuu ei vaikuta asiakkaan asuinmaan lakien mukaisiin muihin kulutusväydykkeitä myyntiin sovellettaviin oikeuksiin, mukaan lukien rajoituksetta kansalliset lait, jotka implementoivat direktiivin 1999/44/EY. Joidenkin maiden lait eivät salli satunnaisten tai välillisten vahinkojen poissulkemista, jolloin tämän rajoitetun takuuliitoituksen rajoitukset tai poissulkemiset eivät välttämättä koske asiakasta.

Mikä Seagate Technology -yhtiöt tarjoavat tämän rajoitetun takuun?

Tämän takuun tarjoava Seagate Technology -yhtiö määritetään sen perusteella, mistä asiakas on ostanut tuotteen:

Yhdysvallat & Amerikka: Seagate Technology LLC
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Eurooppa, Lähi-itä, Afrikka:
Seagate Technology International, Koolhovenlaan 1
1119 NB Schiphol-Rijk, The Netherlands

Aasian ja Tyynenmeren alue:
Seagate Singapore International Headquarters Pte. Ltd.
7000 Ang Mo Kio Avenue 5, Singapore 569877

Älä palauta tuotteita edellä mainittuihin osoitteisiin, vaan noudata kohdassa "Miten asiakas tulee menetellä" kuvattuja ohjeita.

Vad täcker denna begränsade garanti?

Den här begränsade garantin täcker alla brister vad avser material och utförande för den medföljande nya Seagate-produkten. Den här begränsade garantin gäller endast konsumenter som köper den medföljande produkten från en auktoriserad Seagate-återförsäljare eller detaljist.

Hur lång tid gäller denna garanti?

Garantitiden för produkten är den tid som anges på förpackningen. Se förpackningen eller snabbstartguiden för den garantitid som är tillämplig för din produkt. Du kan också gå till <http://www.seagate.com/retailwarranty/> för att få tiden för din garantiperiod och avgöra om det finns några användbara begränsande villkor. Om produkten har köpts i en medlemsstat tillhörande den Europeiska unionen erhåller du en längre garantiperiod om två (2) år. Garantiperioden för alla komponenter förutom huvudprodukten är nittio (90) dagar från inköpsdatum eller två (2) år om produkten är inköpt inom den Europeiska unionen.

Vad täcker inte denna begränsade garanti?

Denna garanti täcker inte några fel som har orsakats av (a) kommersiellt bruk, olycka, olämplig användning, förfusell, stöt, elektrostatisk urladdning, avmagnetisering hettta eller fukt utöver det som anges i produktspecifikationerna, felaktig installation, användning, skötsel eller modifiering; eller (b) felaktig användning som inte överensstämmer med instruktionerna i användarmanualen; eller (c) förlorade lösenord; eller (d) funktionsoduglighet som orsakats av annan utrustning. Denna begränsade garanti är ogiltig om en produkt returneras med borttagen, skadad eller manipulerad etikett eller några ändringar (inklusive oauktoriserat borttagande av komponent eller yttre hölje). Den här begränsade garantin täcker inte förlust av data – säkerhetskopiera regelbundet innehållet på din disk till en separat medium som kan spara informationen. Dessutom, indirekta skador; följdskador; och kostnader som har samband med återställande av data, databorttagande, och datainstallation är inte ersättningsbara under denna garanti.

Vad behöver du göra?

Om du inte genomför din reklamation i enlighet med samtliga instruktioner i denna begränsade garanti samt följer det korrekta förfarandet för returnering av produkten kommer Seagate inte att infria sin begränsade garanti. Kontakta ett auktoriserat Seagate service center för att begära tjänster enligt garantin eller besök www.seagate.com för att få mer information om kundsupport inom din jurisdiktion. Du kan också få information om var ett auktoriserat Seagate service center ligger samt få tillgång till Seagates automatiska kundservice katalog genom att ringa +1-800-SEAGATE. Kunder som inte ringer från USA kan få tillgång till denna service genom att ringa +1-405-324-4770. När ett auktoriserat service center eller Seagate beslutar att en reparation eller ett utbyte är nödvändigt kommer du att bli ombedd att uppgive namn, adress, telefonnummer, e-postadress och produktens serienummer och därefter erhålla ett Return Order Number att använda vid returnering av produkten till Seagate. Produkter som returneras till Seagate måste vara riktigt förpackade i produktens originalförpackning (eller i en förpackning som skyddar produkten på ett likvärdigt sätt) och skickade, med kostnaden för försändelsen betald i förskott, via ett fraktsätt som gör det möjligt att spåra din försändelse, till den adress du erhöll när du mottog ditt Return Order Number. Utöver dina ordinarie säkerhetskopieringar bör du, om möjligt, säkerhetskopiera dina data innan du returnerar disken eftersom

produkten du skickar till Seagate eller till en auktoriserad serviceleverantör inte kommer att bli skickad tillbaka till dig. Mer information om säkerhetskopiering av innehållet på din disk finns på www.seagate.com.

Vad kommer Seagate att göra?

Om Seagate godkänner att du skickar tillbaka produkten till Seagate eller till en auktoriserad serviceleverantör, kommer Seagate att byta ut din produkt mot en likvärdig fungerande ersättningsprodukt utan kostnad. Seagate kan ersätta din produkt med en produkt som tidigare har varit använd men som reparerats och testats för att möta Seagates krav. Seagate kommer att betala för försändelsen av utbytesprodukten till dig. Genom att sända din produkt för utbyte accepterar du att din äganderätt till originalprodukten övergår till Seagate. Seagate kommer inte att skicka tillbaka originalprodukten till dig. Återställande av data omfattas inte av denna begränsade garanti och är inte del av reparations- eller utbytesprocessen. Om du vill att data återställs från din disk kan detta genomföras av Seagate som en separat tilläggstjänst mot extra kostnad. De reparerade eller utbytta produkterna täcks av den garantitid som är längst av den återstående garantitiden eller 90 dagar.

Hur tillämpas lagen?

På denna begränsade garanti skall lagen i den amerikanska delstaten Kalifornien i USA tillämpas. Den ger dig specifika juridiska rättigheter men du kan också ha andra rättigheter som gäller från delstat till delstat. Denna begränsade garanti påverkar inte andra rättigheter som du har i enlighet med de lagar som gäller i din jurisdiktion som avser försäljning av varor till konsumenter, inräknat utan att begränsas till, nationella lagar som har implementerat EU direktivet 99/44. En del länder tillåter inte att garantin begränsas till att inte omfatta indirekta skador eller följdskador, så dess begränsningar eller undantag i denna begränsade garanti omfattar eventuellt inte dig.

Vilket Seagate Technology bolag utfärdar denna begränsade garanti?

Det Seagatebolag som lämnar denna begränsade garanti är beroende av var du köpte produkten:

Nordamerika och Sydamerika:

Seagate Technology LLC
10200 S De Anza Blvd
Cupertino, CA 95014
USA

Europa, Mellanöstern, Afrika:

Seagate Technology International
Koolhovenlaan 1
1119 NB Schiphol-Rijk
The Netherlands

Asien:

Seagate Singapore International Headquarters Pte. Ltd.
7000 Ang Mo Kio Avenue 5
Singapore 569877

Vänligen returnera inte produkter till adresserna listade ovanför utan följ de instruktioner som följer av punkten "Vad behöver du göra?"

Omezení záruky Seagate

Na co se tato omezená záruka vztahuje?

Tato omezená záruka se vztahuje na jakékoliv vady materiálů nebo provedení nového výrobku Seagate, ke kterému bylo toto prohlášení o omezené záruce připojeno. Plnění na základě této omezené záruky mohou získat pouze spotřebitelé, kteří výrobek koupí od autorizovaného prodejce nebo maloobchodního prodejce výrobků značek Seagate.

Jak dlouho záruka trvá?

Záruční doba na tento produkt trvá po dobu uvedenou v balení. Prostudujte si obal produktu nebo stručný návod, kde naleznete délku příslušné záruční doby. Informace o délce záruční doby a omezení používání naleznete také na adrese <http://www.seagate.com/retailwarranty/>. Pokud jste produkt zakoupili v členském státě Evropského hospodářského prostoru, bude se na váš produkt vztahovat příslušná delší záruční doba nebo dva roky. Záruční doba na všechny součásti kromě hlavního produktu je devadesát dní od doloženého data koupě nebo dva roky, pokud se koupě uskutečnila ve státě Evropského hospodářského prostoru.

Na co se tato omezená záruka nevztahuje?

Tato omezená záruka se nevztahuje na případ, kdy je způsoben (a) komerčním užíváním, nehodou, hrubým zacházením, nedbalostí, nárazem, elektrostatickým výbojem, kompenzací magnetického pole, působením tepla nebo vlhkosti nad rámec specifikace výrobku, nesprávnou instalací, provozem, údržbou nebo úpravou nebo (b) nesprávným použitím v rozporu s pokyny uvedenými v návodu k použití nebo (c) ztrátou hesel nebo (d) funkční poruchou způsobenou jiným zařízením. Tato omezená záruka je neplatná, pokud je výrobek vrácen s odstraněnými, poškozenými nebo změněnými štítky nebo jinými úpravami (včetně odstranění jakékoliv součásti nebo vnějšího krytu). Tato omezená záruka se nevztahuje na ztrátu dat – pravidelné zálohujte obsah svého pevného disku na záložní médium. Tato záruka nekryje ani následné nebo nahodilé škody a náklady vynaložené na obnovu, odstranění a instalaci dat.

Co musíte udělat?

Seagate vám neposkytne záruční plnění, pokud vaše reklamacie nebude v souladu se všemi podmínkami tohoto prohlášení o omezené záruce a pokud nebudete při vrácení výrobku postupovat správným způsobem. Pokud budete požadovat záruční servis, obraťte se na autorizované servisní centrum Seagate nebo na internetové stránky www.seagate.com, kde získáte další informace ohledně zákaznické podpory v rámci vaší země. Informace o umístění autorizovaných servisních center Seagate získáte na telefonu +1-800-SEAGATE, kde získáte i přístup k automatickému adresáři zákaznického servisu. Pro volající mimo Spojené státy americké je tato služba dostupná na telefonním čísle +1-405-324-4770. Jakmile autorizované servisní centrum nebo Seagate určí, že je potřeba provést opravu nebo náhradu, budete vyzváni, abyste Seagate sdělili své jméno, adresu, telefonní číslo, e-mailovou adresu a sériové číslo výrobku, a poté vám bude přiděleno Objednací číslo pro vrácení, které se užívá při vrácení výrobku společnosti Seagate. Výrobek, který vrátíte Seagate, musí být řádně zabalen v originálním obalu (nebo obalu, který poskytne výrobku stejnou ochranu jako původní obal) a doručen s předplaceným poštovním, a to způsobem, který umožňuje sledování vaší zásilky, na adresu poskytnutou při přidělení Objednacího čísla pro vrácení. Mimo pravidelné zálohování dat zálohujte svá data, pokud to bude možné, před odesláním vašeho pevného disku k opravě, jelikož výrobek, který posíláte Seagate, nebo poskytovatelé autorizované služby, vám nebude vrácen. Další informace o zálohování obsahu dat vašeho pevného disku naleznete na www.seagate.com.

Co udělá Seagate?

Pokud Seagate schválí, abyste výrobek vrátili Seagate nebo autorizovanému poskytovateli služeb, nahradí Seagate zdarma váš produkt funkčně stejným náhradním výrobkem. Seagate může váš výrobek nahradit výrobkem, který byl již používán, opraven a otestován, aby vyhovoval specifikacím Seagate. Dodání náhradního produktu hradí Seagate. Zasláním výrobku k výměně souhlasíte s převodem vlastnictví původního výrobku na Seagate. Seagate vám původní výrobek nevrátí. Tato omezená záruka se nevztahuje na obnovení dat a ani toto obnovení dat není součástí opravy nebo výměny. Pokud byste chtěli, aby obnova dat byla na vašem pevném disku provedena, může Seagate toto poskytnout jako samostatnou službu za dodatečný poplatek. Seagate zaručuje, že opravené nebo nahrazené výrobky jsou kryty po zbývajících původní záruční dobu nebo po dobu 90 dnů, podle toho, která z těchto lhůt bude delší.

Jakým způsobem se uplatňuje právo daného státu?

Tato omezená záruka se řídí právním řádem státu Kalifornie, USA. To vám zaručuje určitá práva, můžete mít také další práva, která se liší v závislosti na státním území. Tato omezená záruka nemá vliv na dodatečná práva, která máte podle právních předpisů své soudní jurisdikce a kterými se řídí prodej spotřebního zboží, zejména zákonů členských států implementujících Směrnici 44/99/ES. Některé státy nepovolují vyloučení nebo omezení nahodilých či následných škod; v takovém případě se na vás omezení či výjimky uvedené v této omezené záruce nevztahují.

Které společnosti v rámci Seagate Technology poskytují tuto záruku?

Určení, které Společnost Seagate poskytuje tuto omezenou záruku, závisí na tom, kde jste daný výrobek zakoupili:

Spojené státy a Severní Amerika, Jižní Amerika a Střední Amerika:
Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA.

Evropa, Střední Východ, Afrika: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Nizozemsko.

Tichomoří a Asie: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Výrobky nevracejte na adresy uvedené výše, řiďte se, prosím, pokyny uvedenými v odstavci s názvem „Co musíte udělat?“

Τι καλύπτει η περιορισμένη εγγύηση

Αυτή η περιορισμένη εγγύηση καλύπτει ελαττώματα όσον αφορά στα υλικά ή στην κατασκευή του νέου προϊόντος Seagate που συνοδεύεται από αυτή τη δήλωση περιορισμένης εγγύησης. Μόνο οι καταναλωτές που αγοράζουν αυτό το προϊόν από εξουσιοδοτημένο σημείο λιανικής πώλησης ή μεταπώλησης της Seagate μπορούν να αποκτήσουν κάλυψη από την παρούσα περιορισμένη εγγύηση.

Χρονικό διάστημα κάλυψης

Η περίοδος εγγύησης για το προϊόν είναι ο χρόνος που υποδεικνύεται στη συσκευασία του προϊόντος. Δείτε το κουτί του προϊόντος ή τον οδηγό γρήγορης εκκίνησης για την ισχύουσα περίοδο εγγύησης για το προϊόν σας. Μπορείτε επίσης να μεταβείτε στην τοποθεσία <http://www.seagate.com/retailwarranty/> για να ενημερωθείτε για τη διάρκεια της περιόδου εγγύησης και να προσδιορίσετε αν υπάρχουν περιορισμοί όσον αφορά στη χρήση. Αν αγοράσετε το προϊόν σε κάποιο από τα Κράτη-μέλη του Ευρωπαϊκού Οικονομικού Χώρου, θα λάβετε το μεγαλύτερο δυνατό διάστημα της ισχύουσας εγγύησης προϊόντος που διαρκεί δύο (2) έτη. Η περίοδος εγγύησης για όλα τα εξαρτήματα εκτός από το κύριο προϊόν είναι ενενήντα (90) ημέρες από την τεκμηριωμένη ημερομηνία αγοράς ή δύο (2) έτη εάν η αγορά γίνει σε κάποιο από τα Κράτη-μέλη του Ευρωπαϊκού Οικονομικού Χώρου.

Τι δεν καλύπτει η περιορισμένη εγγύηση

Αυτή η εγγύηση δεν καλύπτει οποιοδήποτε πρόβλημα προκληθεί από (α) εμπορική χρήση, ατύχημα, κατάχρηση, αμέλεια, χτύπημα, ηλεκτροστατική εκκένωση, απομαγνητισμό, θερμότητα ή υγρασία πέραν από τις προδιαγραφές του προϊόντος, ακατάλληλη εγκατάσταση, λειτουργία, συντήρηση ή τροποποίηση, ή (β) οποιαδήποτε κακή χρήση ή οποία είναι αντίθετη προς τις οδηγίες χρήσης ή (γ) απώλεια κωδικών πρόσβασης ή (δ) δυσλειτουργίες που προκαλούνται από άλλον εξοπλισμό. Η περιορισμένη αυτή εγγύηση δεν ισχύει, εάν ένα προϊόν επιστραφεί με ετικέτα που έχει αφαιρεθεί, καταστραφεί ή παραποιηθεί ή με άλλες αλλοιώσεις (συμπεριλαμβανομένης της μη εξουσιοδοτημένης αφαίρεσης οποιωνδήποτε εξαρτημάτων ή εξωτερικού καλύμματος). Η παρούσα περιορισμένη εγγύηση δεν καλύπτει απώλεια δεδομένων - πρέπει να λαμβάνετε αντίγραφα ασφαλείας του περιεχομένου της μονάδας δίσκου σε ξεχωριστό μέσο αποθήκευσης ανά τακτά χρονικά διαστήματα. Επίσης, η παρούσα εγγύηση δεν καλύπτει την αποκατάσταση αποθετικών ζημιών, παρεπόμενων ζημιών και εξόδων που σχετίζονται με την ανάκτηση, αφαίρεση και εγκατάσταση δεδομένων.

Τι πρέπει να κάνετε

Η Seagate δεν παρέχει καμία κάλυψη εγγύησης εκτός εάν η απαίτηση σας συμμορφώνεται με όλους τους όρους της παρούσας δήλωσης περιορισμένης εγγύησης και ακολουθήσετε την κατάλληλη διαδικασία επιστροφής. Για την παροχή υπηρεσιών εγγύησης, επικοινωνήστε με ένα εξουσιοδοτημένο κέντρο εξυπηρέτησης της Seagate ή ανατρέξτε στη διεύθυνση www.seagate.com για περισσότερες πληροφορίες αναφορικά με την υποστήριξη πελατών στην περιοχή σας. Μπορείτε επίσης να λάβετε πληροφορίες αναφορικά με την τοποθεσία των εξουσιοδοτημένων κέντρων εξυπηρέτησης Seagate και να έχετε πρόσβαση στην αυτοματοποιημένη υπηρεσία καταλόγων πελατών Seagate καλώντας τον αριθμό +1-800-SEAGATE. Για κλήση εκτός των ΗΠΑ μπορείτε να έχετε πρόσβαση στην υπηρεσία καλώντας +1-405-324-4770. Εφόσον κάποιο εξουσιοδοτημένο κέντρο εξυπηρέτησης της Seagate καθορίσει ότι απαιτείται επίσκεψη ή αντικατάσταση, θα σας ζητηθεί να δώσετε το ονοματεπώνυμο, τη διεύθυνση, τον αριθμό τηλεφώνου, τη διεύθυνση ηλεκτρονικού ταχυδρομείου σας και τον αριθμό σειράς προϊόντος και στη συνέχεια να σας δοθεί ένας Αριθμός Εντολής Επιστροφής (Return Order Number), τον οποίο θα χρησιμοποιήσετε κατά την επιστροφή του προϊόντος στην Seagate. Το προϊόν που θα

επιστρέψετε στη Seagate πρέπει να έχει συσκευαστεί κατάλληλα στην αρχική του συσκευασία (ή σε συσκευασία η οποία παρέχει αντίστοιχη προστασία με την αρχική) και να αποσταλεί με προπληρωμένο τέλος αποστολής και με τρόπο αποστολής ο οποίος να παρέχει δυνατότητα εντοπισμού του πακέτου σας στη διεύθυνση που παρέχεται κατά τη λήψη του Αριθμού Εντολής Επιστροφής. Εκτός της τακτικής λήψης αντιγράφων ασφαλείας, εάν είναι δυνατόν, δημιουργήστε αντίγραφο ασφαλείας των δεδομένων σας πριν επιστρέψετε τη μονάδα δίσκου, επειδή το προϊόν που αποστέλλεται στη Seagate ή σε εξουσιοδοτημένο πάροχο υπηρεσιών δεν θα σας επιστραφεί. Μπορείτε να βρείτε περισσότερες πληροφορίες για τη λήψη αντιγράφων ασφαλείας του περιεχομένου του δίσκου σας στη διεύθυνση www.seagate.com.

Ενέργειες της Seagate

Εάν η Seagate εγκρίνει την επιστροφή του προϊόντος σας στη Seagate ή σε κάποιο εξουσιοδοτημένο κέντρο εξυπηρέτησης, η Seagate θα αντικαταστήσει δωρεάν τη μονάδα δίσκου με κάποιο λειτουργικώς ισοδύναμο προϊόν σε αντικατάσταση του παλιού. Η Seagate μπορεί να αντικαταστήσει το προϊόν σας με κάποιο προϊόν που έχει ήδη χρησιμοποιηθεί, επισκευαστεί και δοκιμαστεί ώστε να ανταποκρίνεται στις προδιαγραφές της Seagate. Η Seagate θα πληρώσει το κόστος αποστολής του προϊόντος αντικατάστασής σε εσάς. Η αποστολή του προϊόντος για αντικατάσταση συνεπάγεται την αποδοχή της μεταβίβασης της κυριότητας του αρχικού προϊόντος στην Seagate. Η Seagate δεν θα σας επιστρέψει το αρχικό προϊόν. Η ανάκτηση δεδομένων δεν καλύπτεται από την παρούσα περιορισμένη εγγύηση και δεν αποτελεί μέρος της διαδικασίας επίσκεψης ή ανταλλαγής. Εάν επιθυμείτε την ανάκτηση δεδομένων από τη μονάδα δίσκου σας, η δυνατότητα αυτή διατίθεται από την Seagate ως ξεχωριστή υπηρεσία με πρόσθετο χρέωση. Η Seagate εγγυάται ότι τα προϊόντα που έχουν επισφραγιστεί ή αντικατασταθεί καλύπτονται για διάστημα ίσο είτε με το υπόλοιπο της εγγύησης του αρχικού προϊόντος είτε για 90 ημέρες, όποιο από τα δύο είναι μεγαλύτερο.

Ισχύουσα νομοθεσία

Η παρούσα περιορισμένη εγγύηση διέπεται από τη νομοθεσία της Πολιτείας της Καλιφόρνια, ΗΠΑ. Η νομοθεσία αυτή σας παρέχει συγκεκριμένα νόμιμα δικαιώματα, ενώ ενδέχεται να σας αναγνωρίζονται και άλλα δικαιώματα τα οποία ποικίλλουν από χώρα σε χώρα. Η παρούσα περιορισμένη εγγύηση δεν επηρεάζει οποιοδήποτε τυχόν πρόσθετα δικαιώματα έχετε σύμφωνα με την ισχύουσα νομοθεσία της περιοχής σας ή οποία διέπει την πώληση καταναλωτικών αγαθών, συμπεριλαμβανομένης ενδεικτικά, της εθνικής νομοθεσίας που ενσωματώνει την Οδηγία 99/44/ΕΚ. Σε ορισμένα κράτη δεν επιτρέπεται ο αποκλεισμός ή περιορισμός των αποθετικών ζημιών, επομένως οι αποκλεισμοί ή οι περιορισμοί στην παρούσα δήλωση περιορισμένης εγγύησης ενδέχεται να μην ισχύουν για εσάς.

Εταιρείες της Seagate Technology που παρέχουν την παρούσα περιορισμένη εγγύηση

Η εταιρεία Seagate που προσφέρει αυτή την περιορισμένη εγγύηση εξαρτάται από το μέρος στο οποίο αγοράσατε το προϊόν:

ΗΠΑ & Αμερική: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, ΗΠΑ

Ευρώπη, Μέση Ανατολή & Αρκτική: Seagate Technology International, Koollhoflaan 1, 1119 NB Schiphol-Rijk, Ολλανδία

Ασία Ειρηνικός: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877.

Σας παρακαλούμε να μην επιστρέψετε προϊόντα στις διευθυνσεις που αναγράφονται παραπάνω, αλλά να ακολουθήσετε τις οδηγίες που περιέχονται στην παράγραφο «Τι Πρέπει να Κάνετε».

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Bu Sınırlı Garantinin Kapsamı Nedir?

Bu sınırlı garanti, yeni Seagate ürünlerinin malzemesinde veya işçiliğinde çikabilecekle sorunları bu garantinin kapsamı altına almaktadır. Sadece, Seagate ürünlerini yetkili bir bayiden satın alan tüketici sınırlı garantimizin kapsamından yararlanabilir.

Bu Sınırlı Garantinin Süresi Nedir?

Bir ürünün garanti süresi, ürün paketine belirtilen süre kadardır. Uygun garanti süresi hakkında bilgi için lütfen ürün paketine ya da hızlı başlangıç kılavuzuna bakın. Ayrıca, bir ürünün garanti süresini öğrenmek ve kullanıma bağlı kısıtlamalar olup olmadığına dair bilgi almak için <http://www.seagate.com/retailwarranty/> adresine gidebilirsiniz. Bu ürünü bir Avrupa Ekonomik Bölgesi Üye Devletine satın aldıysanız, ürün garanti süresiz iki (2) yıldır. Ürün bir Avrupa Ekonomik Bölgesi Üye Devletine satın alındıysa, ana ürün dışındaki tüm ürünler için garanti süresi, ürüne ilişkin belgenin düzenlenmesinden itibaren doksan (90) gündür.

Bu Sınırlı Garanti Neleri Kapsamaz?

Sınırlı garantimiz, (a) Ticari kullanımlar, kaza, kötü kullanım, ihmâl, darbe, elektromstatik deşarj, manyetik nötrleme, sıcaklık veya nem, uygun olmayan kurulum, kullanım, bakım veya değişiklik nedenleriyle meydana gelen arızalar; (b) ürünün kullanılı kılavuzunda anlatılan yöntem haricinde kötü biçimde kullanılması; (c) sife kaybedilmesi; (d) başka bir ekipman sebebi ile düzgün çalışmaması durumlarında geçerli değildir. Sınırlı garantimiz, ekipmanın etiketinin veya herhangi bir parçası veya kabının yırtılması, çıkarılması, zarar görmüş veya bozulmuş veya başkaca tahriyata (ürünün herhangi bir parçasının veya dış korumasının izinsiz çıkarılması dahil olmak üzere) uğratılması halinde iadesi durumunda geçerli değildir. Veri kaybı, sınırlı garantimizin kapsamı içinde değildir – sürücünüzde bulunan verileri düzenli olarak başka bir medya üzerinde yedekleyiniz. Ayrıca dolayılı zararlar (bir fiilden meydana gelen zararlar), arızı zararlar, veri kurtarma, çıkarma ve kurulum maliyetleri garantiler kapsamı altında değildir.

Ne Yapmalısınız?

Talebinizi işbu sınırlı garanti beyanatının tüm koşullarına uygun olarak yapmadığınız ve ürünün iadesine ilişkin uygun prosedürü takip etmediğiniz takdirde Seagate herhangi bir garanti sağlamayacaktır. İşbu sınırlı Garanti hizmeti almak için yetkili bir Seagate servis merkezini arayınız veya bulunduğunuz ülkede sağlanan müşteri desteğine ilişkin daha fazla bilgi almak için www.seagate.com adresini ziyaret ediniz. Ayrıca Seagate'in ücretsiz telefon hattını (+1-800-SEAGATE) arayarak da yetkili bir Seagate servislini veri hakkında bilgi alabilir ve Seagate otomatik müşteri hizmetleri rehberine erişebilirsiniz. Yurtdışından arayan kişiler +1-405-324-4770 numaralı telefonu arayarak bu servise ulaşabilir. Yetkili servis merkezi veya Seagate onarım yapılmasını veya yenisiyle değiştirilmesini gerekli gördükten sonra sizden adınız, adresiniz, telefon numaranız, e-posta adresiniz ve ürünün seri numarası sorulacak ve size ürünü Seagate'e gönderirken kullanacağınız bir lade Sipariş Numarası verilecektir. Seagate'e iade edeceğiniz ürünün kendi orijinal ambalajında uygun biçimde (veya orijinal ambalaja eşdeğer koruma sağlayacak şekilde) paketlenmiş olması ve nakliye ücretleri önceden ödenmiş olarak gönderilen paketin uzaktan takip edilmesini sağlayan bir nakliye yöntemi ile, size lade Sipariş Numarası ile beraber verilen adrese gönderilmiş olması gerekir. Düzenli olarak yaptığınız yedekleme işlemlerine ek olarak, eğer mümkünse, sürücüyü iade etmeden önce içinde bulunan verileri yedekleyiniz çünkü Seagate'e veya yetkili servis merkezine gönderdiğiniz ürün size iade edilmeyecektir. Sürücünüzün içeriğinin yedeklenmesi konusunda ilgili daha fazla bilgiyi www.seagate.com internet adresinde bulabilirsiniz.

Seagate Ne Yapacak?

Eğer Seagate, ürünü Seagate'e veya yetkili bir servis merkezine iade etmeniz için size onay verirse, Seagate ürününüzü eşdeğer bir ürünle ücret almadan değiştirecektir. Seagate, ürününüzü daha önceden kullanılmış, tamir edilmiş ve Seagate spesifikasyonlarına uygunluğu test edilmiş bir ürün ile değiştirebilir. Seagate, eski ürünün yerine gönderilecek ürünün nakliye masraflarını ödeyecektir. Ürününüzü değiştirilmek üzere göndermekle, mülkiyetinin Seagate'e geçmesini kabul etmişsiniz. Seagate elinizdeki orijinal ürünü size iade etmeyecektir. Sürücü üzerindeki verinin kurtarılması işbu sınırlı garantinin kapsamı altında olmayıp, onarım veya değişim prososinin bir parçası değildir. Sürücünüz üzerinde veri kurtarma işlemi yapılmasını istiyorsanız, ilave bir ücret ödemek kaydıyla ayrı bir hizmet olarak bu servisi Seagate'den alabilirsiniz. Seagate, sağlanan veya değiştirilen ürünün, orijinal ürünün geri kalan sınırlı garanti süresi boyunca veya 90 gün boyunca (hangisi daha uzun ise) sınırlı garantinin kapsamı altında olduğunu taahhüt etmektedir.

Hangi Ülke Hukuku Uygulanacaktır?

İşbu garantiye California Eyaleti, ABD hukuku uygulanacaktır. Bu hukuk, sizlere belirli yasal haklar tanımaktadır, ve ayrıca ülkeden ülkeye değişen başkaca haklarınız da mevcuttur. İşbu garanti, bulunduğunuz yargı çevresine tüketiciye yapılan satışlara uygulanan hukukun, ulusal hukuklara uygulanan 99/44 sayılı AB Yönergesi dahil olmak üzere ve fakat bunlarla sınırlı olmaksızın, size sağlanmış olduğu diğer hakları bertaraf etmeyecek ve etkilemeyecektir. Bazı ülkeler arazi ve dolayılı zararların garanti kapsamı dışında bırakılmasına izin vermemektedirler, bu nedenle işbu sınırlı garantide öngörülen sınırlamalar veya kapsam dışı bırakmalar size uygulanmayabilir.

Hangi Seagate Technology Şirketleri bu sınırlı garantiyi sağlamakta?

Sınırlı Garantiyi sağlayacak Seagate Şirketi, ürünü nerede satın aldığınızna bağlıdır:

ABD ve Amerika Kıtası: Seagate Technology LLC, 10200 South De Anza Boulevard, Cupertino, CA 95014, ABD

Avrupa, Orta Dogu ve Afrika: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, Hollanda

Asya Pasifik: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapur 569877.

Lütfen Ürünleri yukarıdaki adreslere göndermeden önce yukarıdaki "Ne Yapmalısınız" başlıklı paragrafta belirtilen kuralları uygulayınız.

המקורי שלהם. אחריות זו אינה מכסה שחזור נתונים, ושחזור נתונים אינו חלק מתהליך התיקון או ההחלפה. המעוניינים בשחזור נתונים מהכונן שלהם, יכולים לקבל שירות פרד זה מסיגייט בתוספת תשלום. סיגייט נותנת אחריות למוצר שנתון או החולפו למשך יתרת תקופת האחריות המקורית על המוצר או למשך 90 יום, המאוחר מביניהם.

כיצד חל הדין המדינתי?

על אחריות זו חלים דיני מדינת קליפורניה, ארה"ב. דין זה מעניק לכם זכויות משפטיות ספציפיות, וכן עשויות להיות לכם זכויות אחרות המשתנות ממדינה למדינה. אחריות זו אינה פוגעת בזכויות נוספות שיש לכם לפי דיני המדינה שלכם החלים על מכירה של מוצרים לזרענים, ומבלי לגרוע, חוקים המיישמים את דירקטיבת ה-EC 99/44 של האיחוד האירופי. במדינות מסוימות הדין אינו מתיר לסיגייט או להגביל אחריות למוקדם תוצאתיים או כלולים, ולפיכך ייתכן שההגבלות או הסיגייט שלעיל אינם חלים עליכם.

אילו חברות מקבוצת סיגייט טכנולוגיות מעניקות אחריות זו?

זהות חברת סיגייט המעניקה אחריות זו תלויה במקום בו רכשתם את המוצר:

ארצות הברית ואמריקה:

Seagate Technology LLC, 10200 South De Anza Boulevard,
Cupertino, CA 95014, USA

אירופה, המזרח התיכון, אפריקה: Seagate Technology International,
Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

אסיה והפסיפיק: Seagate Singapore International Headquarters
Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877

בבקשכם לא להחזיר מוצרים לכתובות הרשומות לעיל, אלא לפעול בהתאם ללולים המפורטים בפיסקה "מה עליכם לעשות?"

מה מכסה אחריות מוגבלת זו?
אחריות מוגבלת זו מכסה את כל הפגמים בעבודה או בחומרים במוצר החדש של סיגייט שאחריות זו מצרפת אליה. רק צרכנים הרוכשים מוצר זה ממפיץ מורשה של סיגייט זכאים לכיסוי לפי אחריות מוגבלת זו.

מה אורך תקופת האחריות?

תקופת האחריות למוצר מצויה על המוצר עצמו כחלק מן האריזה. חפשו על קופסת המוצר או במדריך להתחלה מהירה את ציון תקופת האחריות התקפה לגבי המוצר שלהם. ניתן גם להיכנס לאתר האינטרנט <http://www.seagate.com/retailwarranty/> לקבלת פרטים על אורך תקופת האחריות ויבור אם חלול הגבלות במסגרת שימוש כשולחן לגבי אחריות זו. אם רכשתם את המוצר במדינת החברה בשוק האירופי, תקופת האחריות על המוצר תהיה זו התקפה לגבינו או שנתיים (2 שנים), לפי הארוכה מביניהן. תקופת האחריות לכל הרכיבים שאינם המוצר הראשי הינה תשעים (90) ימים ממועד הרכישה המתועד, או שנתיים (2 שנים) אם נרכש במדינה החברה בשוק האירופי.

מה לא מכסה באחריות זו?

אחריות זו אינה מכסה כל בעיה שנגרמה עקב (א) שימוש מסחרי, תאונה, שימוש לרעה, הזנחה, הלם חשמלי, פליטה אלקטרוסטטית, נטרול שדה מגנטי, חום או לחות מחורגים ממפרט המוצר; התקנה, הפעלה, תחזוקה או שינויים לא נאותים; או (ב) כל שימוש בניגוד להוראות השימוש בהנחיות לזרען, או (ג) סיסמאות אבודות; או (ד) תקלות שנגרמו ע"י ציוד אחר. אחריות מוגבלת זו בטלה אם המוצר מוחזר עם גנים שחוסר, טופלו או נפגעו או כל שינויים (כולל הוצאה לא מורשית של חלק או כיסוי חיצוני). אחריות מוגבלת זו אינה מכסה אובדן נתונים - יש לבבות באופן סדיר את כוללת הכונן לאמצעי אחסון אחר. כמו כן, אחריות זו אינה מכסה נזק תוצאתי; נזק כלוא; ועלויות הקשורות לשחזור, הסרה והתקנה של נתונים, אינן מכוסות תחת אחריות זו.

מה עליכם לעשות?

סיגייט לא תעניק כיסוי כלשהו על פי האחריות אלא אם דרישתכם תעמוד בכל תנאי אחריות מוגבלת זו, ותפעלו בהתאם לנוהל החזרת המוצר. על מנת לבקש שירות על פי האחריות, צרו קשר עם מרכז שירות מורשה של סיגייט או פנו ל-www.seagate.com למידע נוסף בקשר לתמיכת לקוחות במדינתכם. ניתן גם לקבל פרטים על מיקום מרכזי שירות מורשים של סיגייט, וליצור קשר עם משרתת שירות הלקוחות האוטומטית על ידי חיגול למספר 1-800-SEAGATE. מתקשרים מחוץ לארצות הברית יכולים להתקשר למרכז שירות זה במספרים 1-405-324-4770 או 1-405-324-4770. לאחר שמרכז שירות מורשה או סיגייט יקבעו שיש צורך בתיקון או החלפה, תתבקשו למסור שם, כתובת, מספר טלפון, כתובת דואר אלקטרוני, ומספר סידורי של המוצר, וזאת יונפק לכם מספר הזמנת החזרה לשימוש בעת החזרת מוצר לסיגייט. על המוצר המוחזר לסיגייט לא יהיה ארוז כהלכה באריזתו המקורית, ולא באריזה שתגן על המוצר בהגנה שווה לזו של האריזה המקורית, ויש לשלוח לאחר תשלום דמי המשלוח מראש, באמצעי משלוח המספק מעקב אחר המשלוח, לכתובת שנמסרה לכם בעת קבלת מספר הזמנת החזרה. בנוסף לגיבויים הרגילים, בצעו, במידת האפשר, גיבוי נוסף לנתונים שלכם טרם החזרת כונן משום שהמוצר שתשלחו לסיגייט או לספק שירותים מורשה לא יוחזר אליכם. מידע נוסף על גיבויים של הנתון של הכונן שלכם ניתן למצוא באתר www.seagate.com.

מה סיגייט תעשה?

אם סיגייט אישרה את החזרת המוצר לסיגייט או לספק שירות מורשה, סיגייט תחליף את המוצר שלכם ללא תשלום, במוצר חלופי שווה ערך מבחינה תפקודית. סיגייט רשאית להחליף את המוצר שלכם במוצר שנעשה בו שימוש קודם, אשר תוקן ונבדק לעמידתו בדרישות סיגייט. סיגייט תשלם את עלות המשלוח של המוצר החלופי אליכם, בעצם משלוח המוצר לשם החלפתו, אתם נותנים את הסמכתכם להעברת הבעלות במוצר המקורי לסיגייט. סיגייט לא תחזיר לכם את המוצר

本有限保证保障范围是哪些？

本有限保证系针对附有本有限保证书的Seagate新产品任何材料或工艺瑕疵而制定。消费者只有在从授权Seagate零售商或转售商购买本产品的情况下，方有资格享有本有限保证提供的保障。

保证期为多长？

本产品的保证期为在您产品包装上注明的时间期限。有关您产品的适用保证期，请查看您产品的包装盒或快速入门指南。还可以通过访问<http://www.seagate.com/retailwarranty/>查看您的保证期并确定是否有任何使用限制条件。如果您是在欧洲经济区成员国内购买的产品，您的适用产品保证期将更长或为两(2)年。主要产品以外的所有组件的保证期为自您购买之日（以登记记录日期为准）起九十(90)天，或者，如果是在欧洲经济区成员国内购买的产品，则为两(2)年。

本有限保证不保障哪些方面？

本有限保证不保障以下情况引起的任何问题：(a)商业使用，事故，滥用，疏忽，震动，静电放电，消磁，产品规格范围之外的高温或潮湿，不当安装、操作、维护或变更；或(b)与用户手册说明不符的任何不当使用；或(c)密码遗失；或(d)其他设备引起的故障。如产品退还时标签已被撤除、损坏或篡改或已对产品做出改动（包括未经授权拆除任何部件或外壳），则本有限保证无效。本有限保证不对数据丢失做出保障——请定期将您的驱动器中的内容在其他存储媒介上进行备份。另外，本保证也不对数据恢复、删除和安装相关的后果性损害赔偿、附带损害赔偿和费用予以保障。

您需要采取哪些行动？

只有在您的索赔符合本有限保证书的所有条款，并且您办理适当退货手续的情况下，Seagate方提供保证。要申请质保服务，请与Seagate授权服务中心联系，或浏览www.seagate.com以进一步了解您所在的国家或地区内的客户服务信息。您也可拨打+1-800-SEAGATE了解Seagate授权服务中心的地点分布信息及获取Seagate自动客户服务目录。如在美国以外，则可拨打+1-405-324-4770获得上述服务。授权服务中心或Seagate一旦确定需要修理或做出更换，请即按要求告知您的姓名、地址、电话号码、电邮和产品序列号，然后您会获得一个退货号（用于向Seagate退回产品）。退回Seagate的产品必须以原包装（或对产品具有与原包装同等保护作用的包装）妥善包装，并通过一种可以追踪您的包裹的装运方法发运至您收到退货号时所获提供的地址，运费预付。除例行备份之外，请在退还驱动器之前尽可能对数据进行备份，因为您发至Seagate或授权服务提供商的产品不会退还给您。有关为驱动器的内容进行备份的更多资料，请浏览www.seagate.com。

Seagate会采取什么行动？

如果Seagate授权您将产品退回Seagate或授权服务提供商，则Seagate将免费将您的产品更换为功能上类似的代用产品。Seagate可将您的产品更换为先使用过、经过修理和测试符合Seagate规格的产品。Seagate将支付向您发运替换产品的运输费用。您将产品发出进行更换，即表示您同意将原产品的所有权转移至Seagate。Seagate将不会把您的原产品退还给您。数据恢复不在本有限保证范围之内，也不属于修理或调换程序的一部分。如果您希望对您的驱动器进行数据恢复处理，Seagate可另行提供该服务，费用亦另行收取。Seagate保证：经过修理或更换的产品的保证期限为原产品保证的剩余期限或90天（以较长者为准）。

如何适用各州法律？

本有限保证受美国加利福尼亚州法律管辖。其赋予您特定的法律权利。您亦可享有其他州赋予的其他权利，但各州赋予的权利可能有所不同。本有限保证不影响您所在的国家或地区有关消费品销售法律（包括但不限于实施99/44欧盟指令的全国法律）项下您所享有的任何其他权利。某些州不允许排除或限制附带的或后果性的损害赔偿，因此本有限保证书中的限制或除外条款可能并不适用于您。

哪些Seagate Technology公司提供本有限保证？

哪家Seagate公司提供本有限保证取决于您的产品是在何处购买：

美国/美洲：Seagate Technology LLC,
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

欧洲、中东、非洲：Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

亚太：Seagate Singapore International Headquarters Pte. Ltd.,
7000 Ang Mo Kio Avenue 5, Singapore 569877.

请勿将产品退至以上所列地址。请遵循“您需要采取哪些行动？”一段所述规定。

本有限保固保障什麼？

本有限保固就附有本有限保固書的Seagate新產品的任何材料或工藝瑕疵而制定。只有從Seagate授權的零售商或轉售商購買本產品的消費者，方有資格享有本有限保固提供的保障。

保固期有多長？

本產品的保固期為在您產品包裝上註明的時間期限。有關您產品的適用保固期，請查看您產品的包裝盒或快速入門指南。還可以透過造訪<http://www.seagate.com/retailwarranty/>查看您的保固期並確定是否有任何使用限制條件。如果您是在歐洲經濟區成員國內購買，您的適用產品保固期將更長或為二(2)年。主要產品以外的所有元件的保固期為自您登記記錄之購買日期起九十(90)天，或者，如果是在歐洲經濟區成員國內購買的產品，則為二(2)年。

本有限保固不保障什麼？

本有限保固不保障以下情況引起的任何問題：(a) 商業使用，事故，濫用，疏忽，震盪，靜電放電，消磁，超出產品規格範圍之外的高溫或潮濕，不當安裝、不當操作、不當維修或變更；或 (b) 與使用者手冊說明不符的任何不當使用；或 (c) 密碼遺失；或 (d) 其他設備引起的故障。消費者所退回的產品，如其標籤已被移除、損壞或篡改或該產品有被改動（包括未經授權拆除任何部件或外殼），則本有限保固無效。本有限保固不對資料遺失做出保障——請定期將您的硬碟機中的內容備份到其他儲存媒體上。另外，本保固也不對資料恢復、刪除和安裝相關的後果性損害賠償、附帶損害賠償和費用予以保障。

您需要做甚麼？

只有在您的索償符合本有限保固書的所有條款，並且您辦理適當退貨手續的情況下，Seagate方提供保固。要申請保固服務，請與Seagate的授權服務中心聯絡，或瀏覽www.seagate.com以進一步瞭解您所在的國家或地區內的客戶服務資料。您也可撥打+1-800-SEAGATE從而取得Seagate授權服務中心的地點分佈資料及使用Seagate自動客戶服務目錄。如在美國以外，則可撥打+1-405-324-4770獲得上述服務。授權服務中心或Seagate一旦確定需要修理或做出更換，請您按要求告知您的姓名、地址、電話號碼、電郵和產品序號，然後您會獲得一個退貨號（用於向Seagate退回產品）。退回Seagate的產品必須以原來包裝（或非原來包裝，則該包裝須對產品提供同等保護作用）妥善包裝，並透過一種可以追蹤您的包裹的裝運方法發運至您收到退貨號時Seagate提供給您的地址，運費預付。除例行備份之外，還請您在退回硬碟機之前儘可能對資料進行備

份，因為您寄給Seagate或授權服務提供商的產品不會退還給您。有關為硬碟機的內容進行備份的更多資料，請瀏覽www.seagate.com。

Seagate將會做什麼？

如果Seagate授權您將產品退回Seagate或授權服務提供商，則Seagate將免費以具有同等功能的產品更換您的產品。Seagate可以以使用過、經過修理和測試符合Seagate規格的产品更換您的產品。Seagate將支付向您寄發替換產品的運輸費用。您將產品退回以要求更換，即表示您同意將該產品的所有權轉移給Seagate。Seagate將不會把您原來的產品退還給您。資料恢復不在本有限保固範圍之內，也不屬於修理或替換程序的一部分。如果您希望對您的硬碟機進行資料恢復處理，Seagate可另行提供該服務，費用亦另行收取。Seagate保證：經過修理或更換的產品的保固期限為原來產品保固的剩餘期限或90天（以較長者為準）。

各州法律如何適用？

本有限保固受美國加利福尼亞州法律管轄。其賦予您特定的法律權利。您亦可能享有其他州賦予的其他權利，但各州賦予的權利可能有所不同。本有限保固不影響您所在的國家或地區有關消費品銷售的法律（包括但不限於實施99/44 歐盟指令的全國法律）之下您所享有的任何其他權利。某些州不允許排除或限制附帶的或後果性的損害賠償，因此本有限保固書中的限制或除外條款可能並不適用於您。

哪些Seagate Technology公司提供本有限保固？

由哪家Seagate公司提供本有限保固，取決於您購買產品的所在地：

美國/美洲：Seagate Technology LLC,
10200 S. De Anza Blvd, Cupertino, CA 95014, USA

歐洲、中東、非洲：Seagate Technology
International, Koolhovenlaan 1, 1119 NB
Schiphol-Rijk, The Netherlands

亞太區：Seagate Singapore International
Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5,
Singapore 569877.

請勿將產品退至以上所列地址。請遵循「您需要做什麼？」一段所述規定。

품질보증의 적용대상.

본 제한적 품질보증은 이 제한적 품질보증서가 첨부되어 있는 Seagate 신규제품의 재료 또는 기술상의 결함에 대해서 적용됩니다. 그리고, 본 제한적 품질보증은 Seagate의 공식 소매고는는 리셀러로부터 본 제품을 구매한 소비자만에 한해서만 적용됩니다.

품질보증기간.

이 제품에 대한 보증기간은 제품 포장에 나와 있습니다. 제품 보증기간은 제품 상자에 렉스타트 가이드를 참조하십시오. 또한 <http://www.seagate.com/retailwarranty>에 접속하여 보증기간을 확인하고 사용량 기반 제한이 있는지도 확인할 수 있습니다. 유럽 경제 구역 회원 국가에서 제품을 구입한 경우 해당 제품의 보증기간 또는 이(2)년 이상입니다. 기본 제품 이외의 모든 구성품에 대한 보증기간은 서류상 구매일로부터 구인(90)일이며 유럽 경제 구역 회원 국가에서 제품을 구입한 경우 이(2)년입니다.

품질보증의 적용제외대상.

본 품질보증은 (a) 상업적 용도의 사용, 사고, 남용, 과실, 충격, 정전기 방전, 소자, 제품 사양을 초과하는 열기 또는 습기, 부적절한 설치, 작동, 보수, 변경; (b) 사용자, 매뉴얼상의 지시사항에 반한 오용; (c) 비밀번호 분실; 또는 (d) 다른 설비에 의해 야기된 기능 장애에 대해서는 적용되지 않습니다. 본 제한적 품질보증은 제품의 라벨이 제거, 손상, 변조된 채로 제품이 반환되거나 또는 제품이 변경(구성요소 또는 외부 커버)의 승인받지 아니한 절차 포함)된 채로 반환되는 경우에는 무효입니다. 본 제한적 품질보증은 데이터 손실에 대해서도 적용되지 않습니다.—따라서, 귀하의 드라이브상의 저장내용을 별도의 저장장치에 정기적으로 백업해 두어야 합니다. 또한, 결과적 손해, 부수적 손해, 그리고 데이터 복구·제거·설치 관련 비용도 본 품질보증에 의하여 보증되지 않습니다.

소비자 의무사항.

Seagate는 귀하가 이 제한적 품질보증서상의 모든 조건을 준수하고 적절한 반품절차를 따르지 않는 한 보증책임을 지지 아니합니다. 품질보증서비스는 Seagate 공식 서비스센터에 요청해야 하며, 귀하가 거주하고 있는 나라에서의 고객지원에 관한 보다 상세한 정보에 대해서는 www.seagate.com을 참조하시기 바랍니다. 그리고, 전화하든 +1-800-SEAGATE로 전화하여 Seagate 공식 서비스센터의 위치에 관한 정보를 얻을 수도 있으며 또한 자동고객서비스 디렉토리에 접속할 수도 있습니다. 미국 이외의 지역에서는 전화하든 +1-405-324-4770 로 전화하면 이 서비스를 받을 수 있습니다. 공식 서비스센터나 Seagate는 수리 또는 교체에 필요하다고 판단하면, 귀하의 이름, 주소, 전화번호, 이메일 및 제품일련번호를 문의한 후, 귀하가 Seagate에 제품을 반환할 때 사용할 반품주문번호(Return Order Number)를 귀하에게 부여합니다. 귀하가 Seagate에 반환하는 제품은 원래의 포장상대로로 적절히 포장되어야(또는 원래의 제품 포장에 상응하는 정도의 보호력이 있도록 포장되어) 귀하가 반품주문번호를 부여한 때 제공받은 주소지로, 귀하의 물품의 운송 상태를 추적할 수 있는 운송 수단을 통하여 운송비 선불상대로 배달되어야 합니다. 정기적인 백업 이외에, Seagate에 드라이브를 반환할 때에는, 귀하가 Seagate 또는 공식 서비스센터에

보내는 제품 그 자체가 귀하에게 반환되는 것은 아니기 때문에, 가능하면 그 전에 귀하의 데이터를 백업해 두어야 합니다. 귀하의 드라이브에 있는 콘텐츠의 백업에 관한 추가적인 정보는 www.seagate.com에서 확인할 수 있습니다.

품질보증의 내용.

Seagate가 귀하에게 제품을 Seagate 또는 공식 서비스센터에 반환하도록 허가하는 경우, Seagate는 귀하에게 비용을 부담시키지 아니하고 귀하의 제품을 그에 상응하는 기능을 가진 다른 제품으로 교체해 줍니다. Seagate는 귀하의 제품을 이전에 사용, 수리 및 검사되어 Seagate 사양에 부합하는 다른 제품으로 교체할 수 있습니다. 교체 제품의 귀하에 대한 운송비는 Seagate가 부담합니다. 귀하가 교체를 위해 제품을 보내게 되면, 귀하는 원래의 제품 소유권을 Seagate에 이전하는 것에 동의하는 것이 됩니다. Seagate는 귀하에게 귀하의 원래의 제품을 반환하지 아니합니다. 데이터 복구는 본 제한적 품질보증에 의해 보증되지 않으며, 또한 데이터 복구가 수리 또는 교환 서비스의 대상이 되지 아니합니다. 귀하가 드라이브상의 데이터 복구를 Seagate에 의뢰하는 경우, 이는 별도의 서비스로서 추가수수료를 부담하여야 합니다. Seagate는 수리 또는 교체된 제품에 대해서는 원래의 품질보증기간의 잔여기간 또는 90일 중 더 긴 기간 동안만 품질보증을 합니다. 교체 제품의 귀하에 대한 운송비는 Seagate가 부담합니다.

준거법.

본 제한적 품질보증에 대해서는 미국 캘리포니아주 법을 적용합니다. 귀하는 미국 캘리포니아주 법률에서 정한 특정한 권리를 가질 뿐만 아니라, 나라마다 다른 여타 권리를 가질 수도 있습니다. 본 제한적 품질보증은 EC 규정 99/44의 시행법률 등 소비자 제품에 관한 귀하의 국가의 법률상 귀하가 가지는 추가적인 권리에 영향을 미치지 않습니다. 일부 국가에서는 부수적 또는 결과적 손해배상의 배제 또는 제한을 허용하지 아니하며, 따라서 이 제한적 품질보증서상의 그와 같은 배제 또는 제한은 귀하에게 적용되지 아니할 수도 있습니다.

품질보증 제공회사.

본 제한적 품질보증을 제공하는 Seagate 회사는 다음과 같이 귀하가 제품을 구입하는 지역에 따라 다릅니다.

미주 지역: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

유럽, 중동아시아 및 아프리카 지역: Seagate Technology International, Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

아시아 태평양 지역: Seagate Singapore International Headquarters Pte. Ltd., 7000 Ang Mo Kio Avenue 5, Singapore 569877

제품의 반환은 위에 기재되어 있는 주소로 해서여 아니되며 위 '소비자 의무사항'에 규정되어 있는 규칙에 따라야 합니다.

限定的保証の範囲

本限定的保証は、本保証付きのSeagateの新製品のあらゆる原材料または性能上の欠陥に対して適用されます。本保証は、Seagateの指定販売店または指定再販業者から本製品を購入された消費者にのみ適用されます。

保証期間

本製品の保証期間は製品の梱包箱の一部として表示されている期間です。本製品の適用保証期間については、製品ボックスまたはクイックスタートガイドをご覧ください。また、<http://www.seagate.com/retailwarranty/> から本保証期間および使用ベースの制限をご確認いただけます。欧州経済領域加盟国で製品を購入された場合、製品の保証期間は通常より長く、2年間となります。主な製品を除くすべてのコンポーネントの保証期間は、ご購入日から90日間、また欧州経済領域加盟国で購入された場合は、2年間となります。

保証適用対象外事項

本限定的保証は、(a) 商業的使用、事故、濫用、過失、衝撃、静電放電、消磁、製品仕様外の熱または湿気、不適切なインストール、運用、保守または変更、(b) ユーザマニュアル上の指示に反するあらゆる誤用、(c) パスワードの紛失、(d) 他の機器による誤動作には適用されません。ラベルの除去、損傷、表示の改ざん、その他の変更（許諾されていないコンポーネントまたは外箱の除去を含む）がなされた上で返品された場合、本限定的保証は無効です。本限定的保証はデータの喪失には適用されません。お客様のドライブのコンポーネントを定期的に別の記憶媒体にバックアップを取ってください。また、偶発的損害、付随的損害、ならびに、データの回復、削除およびインストールに関する費用について、本保証の適用はありません。

お客様の責務

お客様の請求が本限定的保証規程のすべての条件に従い、かつ、お客様が適切な返品手続に則っていない限り、Seagateはいかなる保証もいたしません。保証サービスを要求する場合、Seagateの指定サービスセンターに連絡するか、またはお客様の地域のカスタマーサポート情報の詳細についてwww.seagate.com を参照してください。また、Seagateの指定サービスセンターの所在地に関する情報の入手、および、Seagateの自動カスタマーサービス案内へのアクセスについては、+1-800-SEAGATEにお電話してください。米国外からお電話される場合には、+1-405-324-4770にお電話してください。指定サービスセンターまたはSeagateが修理または交換が必要であると判断した場合、お客様は、お客様の氏名、住所、電話番号、電子メールアドレスおよび製品シリアル番号を要求された後、Seagateに製品を返すときに使用する返品請求番号（Return Order Number）の発行を受けます。お客様は、Seagateに返す製品を、元の包装によって（または元々の包装と同程度に製品を保護する包装によって）適切に包装し、かつ、送料前払いで、お客様の送付品の追跡が可能な送付方法により、返品請求番号（Return Order Number）の発行を受けた際に提供された住所宛てに、発送しなければなりません。お客様がSeagateまたは指定サービスプロバイダーに送る製品はお客様に返

還されませんので、定期的なバックアップに加え、可能であれば、ドライブを返品する前にお客様のデータをバックアップしてください。お客様のドライブのコンポーネントのバックアップに関する追加の情報についてはwww.seagate.com を参照してください。

Seagateの責務

Seagateがお客様に対してSeagateまたは指定サービスプロバイダーに対するお客様の製品の返品を認める場合、Seagateはお客様の製品を同等の機能を有する代替製品と無償で交換します。Seagateは、お客様の製品を、以前使用、修理およびSeagateの仕様との適合テストがなされた製品と交換する場合があります。Seagateは、代替製品をお客様に送付する際の送料を支払います。交換のために製品を送付することにより、お客様は、元の製品の所有権をSeagateに移転することに同意するものとします。Seagateは、お客様に対し、元の製品を返還いたしません。データの回復については、本限定的保証の適用はなく、修理または交換手続にも含まれません。お客様がお客様のドライブのデータの回復を希望する場合、別途有償でSeagateからかかるサービスを受けることができます。Seagateは、修理または交換された製品について、元の製品の残余保証期間または90日のいずれか長い方の期間、保証します。

準拠法

本限定的保証は米国カリフォルニア州法に準拠するものとします。同法はお客様に特別の法的権利を与えるものであり、お客様は、州ごとに異なるその他の権利を有する場合があります。本限定的保証は、EC Directive 99/44を実効するための国の法律を含みますがこれに限らず、お客様の管轄における消費者向け製品の販売に適用される法律に基づきお客様が有する追加的権利に影響を与えるものではありません。州によっては付随的または偶発的損害に関する免責または制限を認めないため、お客様に本限定的保証の免責または制限が適用されない場合があります。

保証の延長

お客様が製品を購入された場所に応じてどのSeagate社が本限定的保証を提供するか異なります。

米国および南北アメリカ: 10200 S. De Anza Blvd, Cupertino, CA 95014, USA 所在のSeagate Technology LLC

ヨーロッパ、中東、アフリカ: Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands 所在のSeagate Technology International

アジア太平洋: 7000 Ang Mo Kio Avenue 5, Singapore 569877 所在のSeagate Singapore International Headquarters Pte. Ltd.

なお、上記の住所宛てに返品しないでください。「お客様の責務」の項に記載された手続に従って返品してください。

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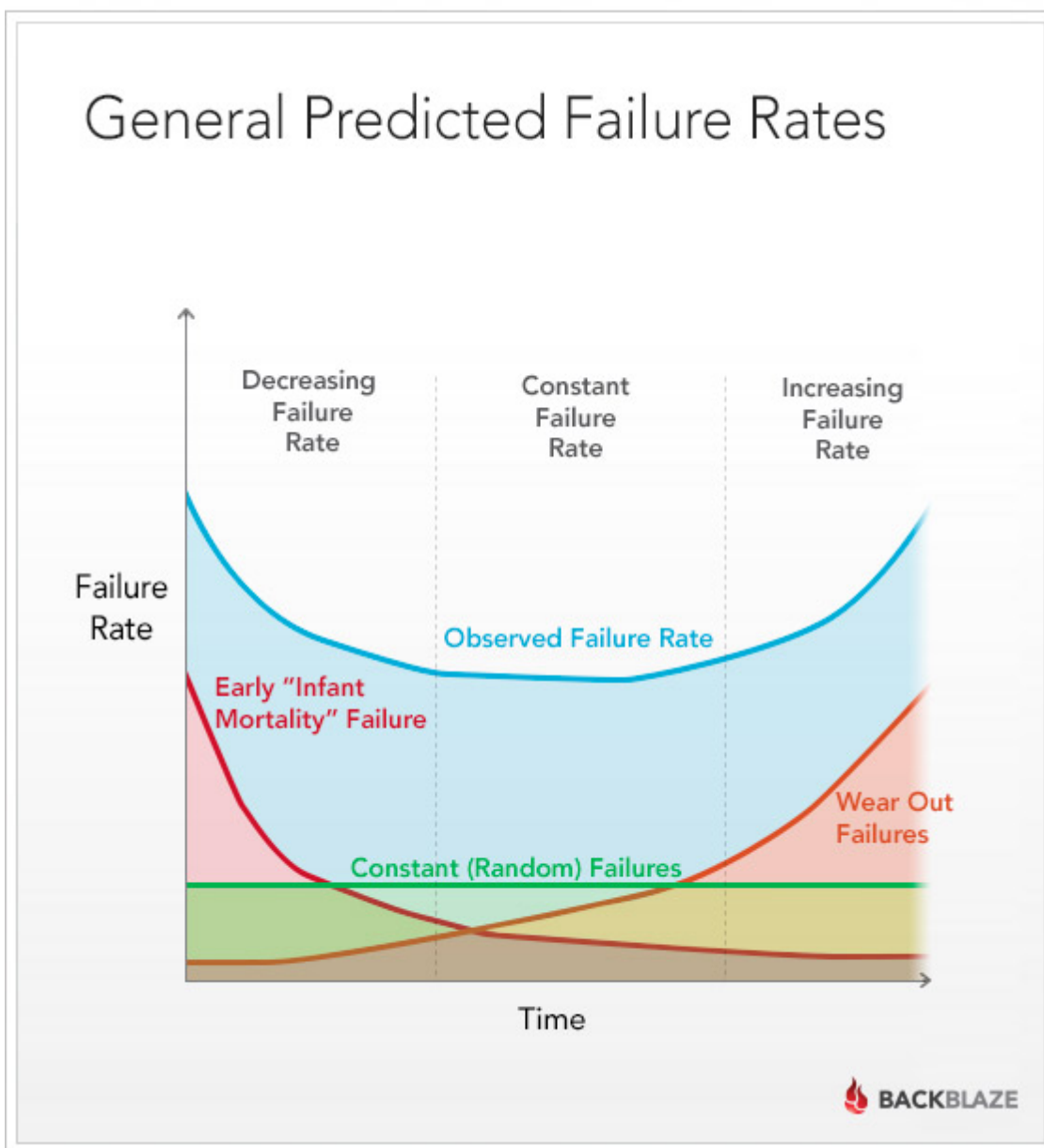
Seagate Technology International
Koolhovenlaan 1
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Seagate Singapore International
Headquarters Pte. Ltd.
7000 Ang Mo Kio Avenue 5
Singapore 569877

PN: 100736398 08/13



EXHIBIT B



Source: *How long do disk drives last?*, Backblaze (Nov. 12, 2013), <https://www.backblaze.com/blog/how-long-do-disk-drives-last/>.

EXHIBIT C

Backblaze Hard Drive Failure Rates

Ordered by Drive Size (2013 through Q3 2015)

Model Name/Number	Size	2013	2014	2015	All Periods: 2013 - 2015				
		Failure Rate	Failure Rate	Failure Rate	Failure Rate	Low Rate	High Rate	Max # in Service	Avg Age (Months)
Western Digital Caviar Green (WD10EACS)	1TB	0.00%	5.21%	0.00%	2.48%	1.40%	8.10%	84	70.5
Western Digital Caviar Green (WD10EADS)	1TB	4.29%	3.90%	9.91%	5.44%	4.10%	7.10%	474	70.0
All 1TB Drives		4.29%	4.09%	8.66%	5.02%				
Seagate Barracuda Green ST1500DL003	1.5TB	129.88%	66.01%	222.77%	106.52%	85.70%	130.90%	51	26.7
Seagate Barracuda 7200.11 (ST31500341AS)	1.5TB	23.29%	23.53%	26.69%	23.87%	20.80%	27.30%	539	67.9
Seagate Barracuda LP (ST31500541AS)	1.5TB	10.52%	9.52%	12.07%	10.43%	9.40%	11.50%	1,929	65.0
All 1.5TB Drives		16.57%	13.11%	15.10%	14.71%				
HGST(*) Deskstar 7K2000 (HDS722020ALA330)	2TB	1.03%	1.07%	2.81%	1.61%	1.40%	1.90%	4,716	55.5
Seagate Barracuda LP (ST32000542AS)	2TB	7.90%	13.43%		10.28%	6.90%	14.20%	288	0.0
Western Digital Red (WD20EFRX)	2TB		0.00%	6.85%	6.85%	2.40%	17.50%	126	6.1
All 2TB Drives		1.45%	1.42%	2.87%	1.88%				
HGST(*) Deskstar 5K3000 (HDS5C3030ALA630)	3TB	0.99%	0.59%	1.31%	0.92%	0.70%	1.10%	4,595	40.5
HGST(*) Deskstar 7K3000 (HDS723030ALA640)	3TB	1.01%	2.27%	2.12%	1.91%	1.40%	2.60%	1,027	45.7
Seagate Barracuda 7200.14 (ST3000DM001)	3TB	10.35%	43.08%	30.94%	28.46%	26.90%	29.60%	4,247	34.5
Seagate Barracuda XT (ST33000651AS)	3TB	6.91%	4.80%	3.55%	5.11%	3.50%	7.30%	293	42.8
Toshiba DT01ACA Series (TOSHIBA DT01ACA300)	3TB	6.93%	3.68%	2.80%	4.20%	1.40%	9.80%	58	29.1
Western Digital Red 3 TB (WDC WD30EFRX)	3TB	3.79%	6.94%	8.79%	7.65%	6.40%	9.30%	1,085	16.3
Western Digital Green 3 TB (WDC WD30EZRX)	3TB	6.32%	0.00%		6.32%	4.10%	9.80%	388	0.0
All 3TB Drives		5.22%	15.06%	4.33%	9.43%				
HGST(*) Deskstar 5K4000 (HDS5C4040ALE630)	4TB	1.65%	0.91%	0.86%	1.07%	0.80%	1.40%	2,643	29.9
HGST Megascare 4000 (HMS5C4040ALE640)	4TB	3.85%	1.41%	0.70%	0.93%	0.70%	1.20%	7,092	14.0
HGST Megascare 4000.B (HMS5C4040BLE640)	4TB		0.52%	0.47%	0.50%	0.30%	0.80%	3,103	16.9
Seagate Desktop HDD.15 (ST4000DM000)	4TB	4.17%	2.58%	3.31%	3.06%	2.80%	3.30%	20,921	13.1
Seagate Barracuda XT (ST4000DX000)	4TB	1.12%	1.12%	3.73%	1.99%	0.70%	3.60%	214	23.8
Toshiba MD04ABA-V Series (MD04ABA400V)	4TB			4.80%	4.80%	1.00%	14.20%	145	5.2
Western Digital Red 4 TB (WD40EFRX)	4TB		0.00%	2.97%	1.42%	0.00%	7.90%	45	18.5
All 4TB Drives		2.75%	1.88%	2.18%	2.10%				
Toshiba MD04ABA-V Series (MD04ABA500V)	5TB			3.84%	3.84%	0.10%	21.60%	45	7.0
All 5TB Drives				3.84%	3.84%				
Seagate 6 TB SATA 3.5 (ST6000DX000)	6TB		0.00%	2.90%	2.84%	1.60%	3.80%	1,882	6.2
Western Digital Red 6 TB (WD60EFRX)	6TB		3.07%	5.73%	5.49%	3.20%	8.20%	458	9.4
All 6TB Drives			2.00%	3.64%	3.58%				
HGST Ultrastar He8 (HUH728080ALE600)	8TB			3.41%	3.41%	0.10%	19.10%	45	7.7
All 8TB Drives				3.41%	3.41%				
All Drives		5.25%	6.36%	3.10%	4.81%				

Source: *What Can 49,056 Hard Drives Tell Us? Hard Drive Reliability Stats for Q3 2015*, Backblaze (Oct. 14, 2015), <https://www.backblaze.com/blog/hard-drive-reliability-q3-2015>.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ADAM GINSBERG, DUDLEY LANE DORTCH, IV, DENNIS CRAWFORD and DAVID SCHECHNER, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Santa Clara, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jeff D. Friedman, Hagens Berman Sobol Shapiro LLP
715 Hearst Avenue, Suite 202, Berkeley, CA 94710
Tel.: (510) 725-3000

DEFENDANTS

SEAGATE TECHNOLOGY LLC

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input checked="" type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)

Brief description of cause:

Violation of Unfair Competition, False Advertising and Consumer Protection Statutes

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Hon. Paul Singh Grewal DOCKET NUMBER 16-cv-00523-PSG

DATE

02/05/2016

SIGNATURE OF ATTORNEY OF RECORD

/s/ Jeff D. Friedman

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)



SAN FRANCISCO/OAKLAND



SAN JOSE



EUREKA